

CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Engineering Department

CITY CLERK DEPT.

AGENDA DATE: November 1, 2005

05 OCT 24 AM 10:00

CONTACT PERSON/PHONE: Rick Conner, ext-4423

DISTRICT(S) AFFECTED: 7

SUBJECT:

That the City Manager be authorized to sign an Agreement for Consultant Services by and between the **CITY OF EL PASO** and **FRANK X. SPENCER AND ASSOCIATES, INC.**, for a project known as "**Davis Drive Street and Drainage Improvements Phase I**" in an amount not to exceed SEVENTY NINE THOUSAND NINE HUNDRED FORTY-THREE AND NO/100 DOLLARS (\$79,943.00).

BACKGROUND / DISCUSSION:

The Consultant shall prepare construction documents for park improvements of Davis Drive Street and Drainage Improvements Phase I. The improvements cover approximately 1840 lineal feet of street and drainage from Alameda to the Franklin Canal and on Irwin Way from Dorbandt Circle to Davis Drive. The improvements consist of removing and replacing the 30-ft roadway, construct 16 ADA compliant ramps, installation of sidewalks on both sides of the street, installation of curb and gutter on both sides of the street, install 2 city monuments, construct new driveways, installation of 7 residential street lights, and installation of new underground drainage system.

PRIOR COUNCIL ACTION:

City Council has not previously considered this item.

AMOUNT AND SOURCE OF FUNDING:

This item will be funded by CBDG funds. The item has been funded. The funding information is G7131CD001507830/508016. A budget transfer is not required.

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) _____

FINANCE: (if required) _____

DEPARTMENT HEAD: _____

(Example: )

if RCA is initiated by Purchasing, client department should sign also)

Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____

DATE: _____

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign an Agreement for Engineering Services between the **CITY OF EL PASO** and **FRANK X. SPENCER AND ASSOCIATES, INC.**, for a project known as **“Davis Drive Street and Drainage Improvements Phase I”** for an amount not to exceed SEVENTY NINE THOUSAND NINE HUNDRED FORTY-THREE and NO/100 DOLLARS (\$79,943.00). (District 7)

ADOPTED this _____ day of _____, 2005.


THE CITY OF EL PASO:

John F. Cook, Mayor

ATTEST:

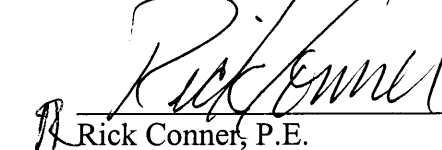
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Theresa Cullen-Garney
Deputy City Attorney

APPROVED AS TO CONTENT:



Rick Conner, P.E.
City Engineer

THE STATE OF TEXAS §
§ **AN AGREEMENT FOR ENGINEERING SERVICES**
COUNTY OF EL PASO §

THIS AGREEMENT, made this ____ day of _____, 2005, by and between **THE CITY OF EL PASO**, a municipal corporation, organized and existing under the laws of the State of Texas, hereinafter called the “**Owner**” and **FRANK X. SPENCER AND ASSOCIATES, INC.**, a Texas corporation, hereinafter called the “**Consultant.**”

WHEREAS, the Owner intends to engage the Consultant to perform professional services for a Project known as “**Davis Drive Street and Drainage Improvements Phase I**” hereinafter called the “**Project,**” and further described in Attachment “A” which is attached hereto and made a part hereof for all purposes;

NOW, THEREFORE, the Owner and Consultant for the consideration hereinafter set forth agree as follows:

I. BASIC SERVICES OF THE CONSULTANT

A. General

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines, which are available in the City Engineering Department, in the performance of the services requested under the design phase of this Agreement.
3. The Consultant shall serve as the Owner’s professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill and expert knowledge of the Consultant to furnish the Owner with an accurate work product within the allocated budget. The Owner’s review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in his work product.

B. Preliminary Design Phase

Upon receipt of the Owner's written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

1. Consult with the Owner to determine the Owner's requirements for the Project.
2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the Project and as required by the Scope of Work of this Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design

specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.

7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed cost estimate for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. Furnish **ten (10) copies** of the above preliminary design documents and cost estimates for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish **five (5) copies** of the resubmitted preliminary design documents at no additional cost to the Owner. Additional sets required for public utilities and other agencies must be provided by the Consultant at no additional cost to the Owner.

C. Pre-Final Design Phase

Upon receipt of the Owner's written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall be fully responsible for obtaining utility clearances.
2. On the basis of the approved preliminary design documents and subject to approval of design criteria, per Sec. I, Part D.1., prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the "**Drawings**," to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions,

and technical provisions, hereinafter called "**Specifications.**" These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.

3. Advise the Owner of any adjustment to the Consultant's previous cost estimate for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised cost estimate, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any cost estimates made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant's estimates were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the full responsibility of preparing reliable estimates. By conducting such reviews, the Owner assumes no responsibility whatsoever.
4. Prepare proposal forms.
5. Furnish to the Owner no less than **ten (10) copies** of the Drawings and as many as needed for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish **five (5) copies** of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner **three (3) copies** of the Specifications and **three (3) copies** of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

D. Final Design Phase

Upon receipt of the Owner's written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility company comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
3. Furnish to the Owner **three (3) copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
4. Furnish to the Owner **thirty (30) copies** of the Drawings and Specifications in final approved form for bidding purposes for each construction contract. Additional sets required for public utilities and other agencies must be provided by the Consultant at no additional cost to the Owner.

E. Bidding Phase

Upon receipt of the Owner's written authorization to proceed with the Bidding Phase on each construction contract, the Consultant shall do the following separately for each construction contract:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to Bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by

all agencies having approval authority over the Drawings and Specifications. Deliver **three (3) copies** of all addenda to the Owner for appropriate action.

5. Assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the **three (3) lowest responsible bidders**.
6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

F. Construction Phase

The Construction Phase, for each construction contract, shall commence with the award of the construction contract and shall terminate upon written approval of final payment by the Owner, except that this phase may be extended, if required, by agreement between the Consultant and the Owner. During the Construction Phase the Consultant shall:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner's standard general conditions for construction Projects, with such changes and modifications as may be made in such general Conditions being agreed to by both the Consultant and the Owner.
3. Visit each construction site and stake out centerline and right-of-way for utility relocations to assist the construction contractor and to guard against deficiencies in the permanent work constructed at the site.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and

deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant's efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the Engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within three (3) working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed cost estimate for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract documents, subject to the Owner's interpretation of such terms and conditions.

7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
8. Conduct with the Owner and construction contractor no more **than two (2) brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the using department and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The "**punch list**" shall be furnished to the construction contractor and the Owner within **two (2) City working days** after the final inspection.
10. Issue a "Certificate of Substantial Completion" using NSPE document 1910-8-D when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two (2) City working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents

have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.

12. Furnish the Owner a set of reproducible (24"X 36") "as-built" original drawings on Mylar showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. Also provide Project documents in acceptable electronic media format.
13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.

II. ADDITIONAL SERVICES OF THE CONSULTANT

If authorized in writing by the Owner, through written amendment approved by City Council, the Consultant shall perform or obtain additional services of the following types which are not covered by Section I herein, which shall be paid for by the Owner as indicated in Sec. V, Part B.:

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
3. Provide additional services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are made after approval of preliminary design documents except when the Consultant's preliminary design, pre-final design, or final design estimates exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design estimate by **ten percent (10%)** or more.

4. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
5. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
6. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
7. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.
8. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
9. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
10. Inspect each construction contract site prior to expiration of the guarantee period and report observed discrepancies under guarantees provided by the construction contractor.
11. Provide additional or extended services during construction made necessary by: a) Work damaged by fire or other cause during construction; b) prolongation of the construction contract time by more than twenty-five percent (25%), provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; c) Acceleration of the work schedule involving services beyond normal City working hours; or d) the construction contractor's default under the construction contract due to delinquency or insolvency.
12. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
13. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

14. Provide additional services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

No claim for additional services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the additional services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., Passage by City Council).

III. THE OWNER'S RESPONSIBILITIES

The Owner shall:

- A. Provide available information as to its requirements for each construction contract.
- B. Make known all information pertinent to the site of each construction contract, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site available to the Consultant.
- C. Obtain access to and make provisions for the Consultant to enter upon public and private lands as required for the Consultant to perform work under this Agreement.
- D. Review all studies, reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Consultant, and render in writing decisions pertaining thereto within a reasonable time so as not to unreasonably delay the work of the Consultant.
- E. Advertise for proposals from bidders, open the proposals at the appointed time and place, and pay for all costs incident thereto.
- F. Designate the City Engineer of the City of El Paso as the Owner's representative with respect to the Engineering work to be performed under this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to

materials, equipment, elements, and systems pertinent to the work covered by this Agreement.

- G. Assist the Consultant in obtaining approval of all governmental agencies having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

IV. PERIOD OF SERVICE

- A. The services called for in the **Preliminary Design Phase** of this Agreement shall be completed and the preliminary design documents and cost estimate shall be submitted within **forty-five (45) consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.
- B. After the Owner's acceptance of the preliminary design documents and revised cost estimates for each construction contract, including any specific modifications or changes in scope desired by the Owner, and upon written authorization from the Owner, the Consultant shall proceed with the performance of the services called for in the **Pre-Final Design Phase** of this Agreement, so as to deliver completed detailed construction drawings, specifications, design analysis, and cost estimates for review on all authorized work on each construction contract within **thirty (30) consecutive calendar days** following authorization to proceed with the Pre-Final Design Phase of each construction contract.
- C. After the Owner's acceptance of the pre-final design documents and revised cost estimated for each construction contract, including any specific modifications or changes in scope desired by the Owner, and upon written authorization from the Owner, the Consultant shall proceed with the performance of the services called for in the **Final Design Phase** of this Agreement, so as to deliver completed detailed construction drawings, specifications, revised design analysis, and cost estimates for review on all authorized work on each construction contract within **fourteen (14) consecutive calendar days** following authorization to proceed with the Final Design Phase of each construction contract.
- D. Barring an early termination as provided in Section VI.A., this Agreement shall remain in force: 1) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or 2) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized.

However, the Owner may determine that this Agreement may remain in full force past the twelve-month period noted above. Such a determination shall be made at the Owner's sole discretion and will be based upon the individual circumstances of this Project and this Agreement.

V. PAYMENTS TO THE CONSULTANT

A. Payments for Basic Services of The Consultant Under Section I

1. The Owner shall pay the Consultant an amount not to exceed **SEVENTY NINE THOUSAND NINE HUNDRED FORTY-THREE and NO/100 DOLLARS (\$79,943.00)** for all basic services and reimbursables performed hereunder. The Consultant's fee proposal for the performance of all basic services and reimbursables is attached hereto and made a part hereof for all purposes as Attachment "B."
2. Payment on account of said fees for the basic services provided in Sec. V, Part A.1., shall be made as follows:

The compensation for each phase of the basic services on each construction contract shall be made in proportion to services performed for that phase so that the compensation at the approved completion of each phase shall bring the fee up to the following percentages of the total basic compensation:

	<u>Payment</u>	<u>Plan Completion</u>
a. Preliminary Design Phase	45%	50%
b. Pre-final Design Phase	65%	85%
c. Final Design Phase	75%	100%
d. Bidding Phase	80%	
e. Construction Phase	100%	

Payment for the Preliminary Design, Pre-final Design, Final Design and Bidding Phases shall be made after each phase has been accepted and approved in writing by the Owner. Payment for the Construction Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant's detailed statement and its written approval.

3. Except as specifically set forth herein as a cost for which Consultant can bill Owner, all costs of performing the services required under this Agreement, of every kind and nature whatsoever, including by way of example and not in limitation, overhead costs, payroll expenses, interest charges incurred by Consultant for whatever reason, copies, office and equipment rentals and similar costs, shall be borne by Consultant and not passed on to Owner or otherwise paid by Owner.

B. Payments for Additional Services of the Consultant Under Section II

If authorized by written amendment to this Agreement before services are rendered:

1. The Owner shall pay the Consultant for additional services performed by personnel assigned to the regularly established office of the Consultant at the hourly rates established in Attachment "B" hereof, plus the reasonable actual cost of the reimbursable expenses as hereinafter defined.
2. The Owner shall pay the Consultant for additional services performed in connection with administering subcontracts for services of the types provided in Sec. II, Part A., at the **rate of actual cost plus five percent (5%)**.
3. Reimbursable expenses shall mean the reasonable actual expense of transportation and subsistence of principals and employees while traveling in connection with the Project, field office expenses, , reproduction of reports, drawings and specifications, and similar Project related items.
4. Payments for additional services shall be made monthly upon presentation of the Consultant's detailed statement and its written approval by the Owner.

C. General

1. The payroll cost of salaries and wages used as a basis for payment under Sec. V, Part B.1., and Sec. V, Part B.2., shall mean the cost of salaries and wages paid to principals and employees engaged directly on the Project, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation, and holiday pay applicable thereto.

2. If the Consultant's most recent cost estimate for any construction contract is in excess of the estimated Project cost, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.
3. If this Agreement is terminated upon completion of any phase of the Consultant's services, the payments to be made in accordance with Sec. V, Part A.2., on account of that and all prior phases shall constitute total payment for services rendered; if terminated during any phase of the work, the Consultant shall be paid for services performed during such phase on the basis of a reasonable estimate of the portion of such phase completed prior to termination. In the event of any termination, the Consultant shall be paid to the extent services performed by the Consultant are completed and payment for such services is due, including payment for additional services performed under Sec. V, Part B. Such payment to the Consultant and any employees, subcontractors, or independent contractors employed by the Consultant, and the Consultant shall not be entitled to any other claims or damages against the Owner, including but not limited to lost profits, office expenses, or overhead expenses. Any previous payments made to the Consultant shall be credited to the payments due under this Agreement. The Owner shall not be responsible for compensation or damages for delay, overhead costs, damages for loss of anticipated profits on work not performed, demobilization or cancellation costs or charges, payroll expenses, or any similar costs on account of any termination.
4. **Suspension/delay of work.** The Consultant shall have no claim for compensation or damages for compensation or damages for delay, including but not limited to lost profits, interest expenses incurred by the Consultant or office expenses/overhead, should the Consultant be prevented from proceeding with the work required of this Agreement by any act or omission of the Owner or any reason not under the control of the Owner. The Consultant agrees that the Consultant shall be granted an extension of time to perform the work required of the Agreement but shall not be otherwise compensated for, nor entitled to recover, any costs, expenses or damages arising from or related to such delays; provided further that in the event of termination of the agreement by the Owner for

any reason including but not limited to the Owner's convenience, as of the date of termination, any extension of time shall terminate as well.

VI. GENERAL CONSIDERATIONS

A. Termination

This Agreement may be terminated without cause for the convenience of the Owner by giving **fifteen (15) days written notice**.

In the event of failure to perform in accordance with the terms herein, this Agreement may be terminated by the Owner by giving **seven (7) days written notice**. If this Agreement is so terminated, the Consultant shall be paid as provided in Sec. V, Part C.3. The termination of this Agreement by the Owner shall not be construed as a release of any claims that the Owner may be lawfully entitled to assert against the Consultant, and the Consultant shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of this Agreement by the Consultant. The Owner may withhold any payment to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Owner from the Consultant is determined.

B. Ownership of Documents

Tracings, drawings, plans, specifications, original field survey notes, maps and other recordations prepared or obtained under the terms of this Agreement shall be delivered to and become the property of the Owner prior to payment to the Consultant for work under the Construction Phase. If this Agreement is terminated at any time for any reason prior to payment to the Consultant for work under the Construction Phase, all tracings, drawings, plans, specifications, original field survey notes, maps, diskettes, and other recordations prepared or obtained under the terms of this Agreement shall upon termination be delivered to and become the property of the Owner prior to payment to the Consultant as provided in Sec. V, Part C.3. Sketches, charts, computations, and other data prepared for and under this Agreement shall be made available to the Owner upon request and without restriction on their use, or further compensation to the Consultant. The Owner in requiring ownership of the above listed documents hereby releases the Consultant from all responsibility in connection with their use on any Project other than their use on this Project.

C. Estimates

The Consultant is expected to be knowledgeable of the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The estimates

of construction cost provided for herein are to be made in light of such knowledge and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final estimate for the construction of the Project, shall take into account all labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling his final estimate for the Project.

D. Project Budget

The Consultant acknowledges that the budget for this Project allocates **SIX HUNDRED FORTY-EIGHT THOUSAND EIGHT HUNDRED FIFTY-SIX and NO/100 DOLLARS (\$648,856.00)** for the award of a construction contract base bid, which is to include all features essential to the operation of the Project for its intended use. The Consultant does hereby agree to design the Project such that the Consultant's final estimate for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. The Consultant further understands that payment of the increment for the Final Design Phase is conditional upon the bid of the lowest responsible bidder being within **ten percent (10%)** of his final estimate for the base bid. If all responsible bids exceed the final estimate by more than **ten percent (10%)**, the Consultant expressly agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

E. Insurance

The Consultant shall secure and maintain at his expense such Comprehensive Liability, Property Damage Liability, Vehicle Liability and Workers' Compensation insurance as shall protect him from workers' compensation claims under applicable state law and from all claims from bodily injury, death, or property damage which may arise from the performance of his services under this Agreement. Provided, the Consultant shall provide or secure public liability insurance for personal injuries or death, arising out of any one accident or other cause, in a minimum sum of **TWO HUNDRED FIFTY THOUSAND and NO/100 DOLLARS (\$250,000.00)** for one person and **FIVE HUNDRED THOUSAND and NO/100 DOLLARS (\$500,000.00)** for two or more persons; and in addition, shall provide property damage liability insurance in a minimum sum of **ONE HUNDRED THOUSAND and NO/100 DOLLARS (\$100,000.00)**

for property damages arising out of any one accident or other cause, or in amounts equal to the maximum liability for damages for municipalities for claims arising under governmental functions, provided for under the Texas Tort Claim Act, whichever is greater. Such insurance shall be available on a "per occurrence" basis for death or bodily injury or property damage, which is caused by an occurrence, which takes place during the policy period. The Consultant shall procure and shall maintain at the Consultant's expense Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents, or employees in the performance of this Agreement.

The Consultant shall maintain said insurance with insurance underwriters authorized to do business in the State of Texas, satisfactory to the Owner. All policies required by this Agreement, with the exception of Workers' Compensation and Professional Liability Insurance, shall name the Owner, its officials, servants, agents, and employees as additional insureds. All policies shall identify the name of the City Project for which the insurance is being issued. The Consultant shall, prior to the execution of this Agreement, furnish the Owner with a certificate from the insurance carrier showing such insurance to be in full force and effect during the entire term of this Agreement, or shall deposit with the Owner copies of said policies, if requested by the Owner. Said policies or certificates shall contain a provision that written notice of cancellation or of any material change in said policy by the insurer shall be delivered to the Owner **thirty (30) days** in advance of the effective date thereof and shall show the type, amounts, classes of operation covered, effective dates and dates of expiration of policies.

F. Successors and Assigns

This Agreement shall be binding on the Owner, its successors and assigns, and on the Consultant, the Consultant's partners, successors, executors, administrators, legal representatives, and assigns. Neither the Owner nor the Consultant shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Owner.

G. Compliance with Laws

The Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work covered hereunder.

H. Change of Legal Status

In the event that there is a change in any way of the legal status of the entity that has entered into this Agreement, including but not limited to the dissolution of a partnership or a corporate entity, the Owner shall have the right to: 1) immediately terminate this Agreement for convenience; or 2) consent to the change in the legal status and continue under this Agreement; or 3) enter into an Agreement with any person, corporation, or association that it deems to be qualified to perform the services requested herein with no further legal obligation or liability under this Agreement.

I. Copyright and Reproduction Rights

By execution of the Agreement, the Consultant and the Owner agree that the City is the author of all work performed under this Agreement and as such is the copyright owner and owns all rights comprised in the copyright. Any copyright or other property interest that vests in the Consultant for work performed under this contract is immediately transferred to the Owner. The City shall have the exclusive right to sell, distribute, copy, duplicate, modify, assign or reproduce the work performed by the Consultant for any purpose whatsoever. The Consultant shall retain no rights to any of the work performed by the Consultant under this Agreement unless authorized by the Owner in writing.

J. Conflicting Provisions

Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the paragraphs in the Agreement shall be void to the extent of such conflict or inconsistency.

K. Auditing Records

The Consultant's records subject to audit shall include but not be limited to records which, in the Owner's discretion, have a bearing on matters of interest to the Owner in connection with the Consultant's work for the Owner and shall be open to inspection and subject to audit and/or reproduction by the Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) the Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where the Consultant's records have been generated from computerized data, Consultant

agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

VII. SPECIAL PROVISIONS

A. Topographic Surveys

Topographic surveys, to be provided in Basic Services under Sec. I, Part C.2., shall be limited to the area of the various Project construction sites.

B. Time of Essence; Liquidated Damages

TIME IS OF THE ESSENCE in this Agreement. The Consultant agrees to accept and adhere to the schedule established in Section IV of this Agreement. Failure of the Consultant to adhere to this schedule without due cause, approved in writing by the City Engineer, shall cause damage to the Owner which the Consultant agrees to compensate at the rate of **ONE HUNDRED and NO/100 DOLLARS (\$100.00) per day**, without the right of setoff or counterclaims.

It is hereby understood and mutually agreed, by and between the Consultant and the Owner, that the date of beginning and the time for completion as specified in this Agreement of the work to be done hereunder are **ESSENTIAL CONDITIONS** in this Agreement. It is further mutually understood and agreed that the work embraced in this Agreement shall be commenced on a date to be specified in the "Notice to Proceed."

The Consultant agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as shall ensure completion thereof within time specified. It is expressly understood and agreed, by and between the Consultant and the Owner that the time for the completion of the work described herein is a reasonable time for the completion of the same.

If the said Consultant shall neglect, fail, or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then

the Consultant does hereby agree, as a part consideration for the awarding of this Agreement, to pay the Owner the amount specified in this Agreement, not as a penalty but as liquidated damages for such breach of Agreement as hereinafter set forth, for each and every calendar day that the Consultant shall be in default after the time stipulated in this Agreement for completing the work.

The said amount is fixed and agreed upon by and between the Consultant and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain.

It is further agreed that **TIME IS OF THE ESSENCE** in each of the specifications wherein a definite and certain length of time is fixed for the performance of any act and in every portion of this agreement. Additionally, time shall be of the essence where under this Agreement additional time is allowed for the completion of any work. However, when the Owner determines in writing that the Consultant is without fault and the reasons for a time extension are acceptable, the Consultant shall not be charged with liquidated damages or any excess cost.

C. Equal Employment Opportunity

In providing services under this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. The Consultant shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, age, disability, or national origin. The Consultant shall incorporate the foregoing requirements of this section in all of its subcontracts for work to be performed on this Project.

D. Obligations of the Consultant with Respect to Third Party Relationships

The Consultant shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Project with respect to which assistance is being provided under this Agreement.

E. Interest of Members of Local Governing Body or Other Public Officials

No member of the governing body of the City of El Paso, State of Texas, and no other public official of the City of El Paso, State of Texas, who exercises any function or responsibility with respect to the Project shall during his or her tenure or for **one (1) year** thereafter, have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project assisted under this Agreement.

F. Law Governing Agreement

For the purpose of determining place of Agreement and the law governing same, this Agreement is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the **County of El Paso, Texas.**

G. INDEMNIFICATION

THE OWNER SHALL NOT BE SUBJECT TO ANY OBLIGATIONS OR LIABILITIES OF THE CONSULTANT INCURRED IN THE PERFORMANCE OF THIS AGREEMENT. THE CONSULTANT EXPRESSLY AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE OWNER, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, ARISING FROM OR RELATING TO ANY ACTS OR OMISSIONS OF THE CONSULTANT, ITS PRINCIPALS OR OFFICERS, AGENTS, OR EMPLOYEES IN PERFORMANCE OF THIS AGREEMENT.

H. Authorization To Enter Agreement

If the Consultant signs this Agreement as a corporation, each of the persons executing this Agreement on behalf of the Consultant warrants to the Owner that the Consultant is a duly authorized and existing corporation, that the Consultant is qualified to do business in the State of Texas, that the Consultant has full right and authority to enter into this Agreement, and that each and every person signing

on behalf of the Consultant is authorized to do so. Upon the Owner's request, the Consultant shall provide evidence satisfactory to the Owner confirming these representations.

I. Entire Agreement

This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement shall not be amended or modified except by written instrument signed by both parties.

J. Remedies / Sanctions for Breach of Agreement

Violation or breach of any terms of this Agreement by the Consultant shall be grounds for terminating the Agreement, and any increased cost arising from the Consultant's default, breach, or violation of the terms herein shall be paid by the Consultant.

The remedies herein reserved shall be cumulative and additional to any other or further remedies in law or equity. No waiver of a breach of any provisions of this Agreement shall constitute a waiver of any breach of such provision.

K. Notices

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other shall be in writing and shall be either personally delivered or sent by certified mail, return receipt, to the following addresses:

To the Owner:

**The City of El Paso
Attn: The City Manager
Two Civic Center Plaza
El Paso, Texas 79901-1196**

with a copy to:

**The City of El Paso
Attn: City Engineer
Two Civic Center Plaza
El Paso, Texas 79901-1196**

To the Consultant:

**Frank X. Spencer and Associates, Inc.
Attn: Mr. Victor H. Enciso, PE
1130 Montana
El Paso, TX 79902**

VIII. COMPLIANCE WITH ALL LAWS - FEDERAL FUNDING REQUIREMENTS

The Consultant, at the Consultant's expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal funds.

Specifically, and not in limitation of the foregoing, the Consultant agrees that the following covenants shall apply throughout the performance of this Agreement because federal funds are involved and that, in the event of breach of the above covenant or breach of any of the following covenants, the Owner shall have the right to terminate this Agreement.

A. Anti-Kickback Rules

Salaries of Architects, Engineers, draftsmen, technical engineers, technicians and other employees and consultants performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C., Sec. 874; and Title 40 U.S.C., Sec. 276c). The Consultant shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

B. Section 3 Clause

The following provisions are incorporated into this Agreement, as required by 24 CFR 135:

1. To the extent that the work to be performed under this Agreement is on a Project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3

requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the Project be awarded to business concerns, which are located in or owned in substantial part by persons residing in the area of the Project.

2. The parties to this Agreement shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this agreement certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
3. The Consultant shall send to each labor organization, or representative of workers with which the Consultant has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The Consultant shall include this Section 3 clause in every subcontract for work in connection with the Project and shall, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant shall not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and shall not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the construction contract, shall be a condition of the federal financial assistance provided to the Project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Engineers and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or

contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

6. That in the furnishing of services hereunder for the purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Consultant shall furnish such services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulation may be amended.
7. The Consultant shall also comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and 49 CFR Part 27.
8. That no person on the grounds of race, creed, color, sex, age, disability or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the performance of this Agreement.

C. Retention and Access to Records

In accordance with 24 CFR 85, the Owner, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to the Owner's Community Development Block Grant Program for the purpose of making audit, examination excerpts, and transcriptions.

D. Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise herefrom.

E. Davis-Bacon Wages

In preparation of his cost estimates and the Project budget, described in Sec. VI, Part C., and Sec. VI, Part D., hereof, the Consultant shall base such estimates and the Project budget on the premise that the regulations and requirements enumerated in 29 CFR Part 5, Subpart A (Davis-Bacon and Related Act) apply to the Project and must be followed and obeyed by the selected Consultant.

F. Termination for Cancellation of Grant

Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to said date upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:


OWNER: THE CITY OF EL PASO

Joyce A. Wilson
City Manager

CONSULTANT: FRANK X. SPENCER AND
ASSOCIATES, INC.

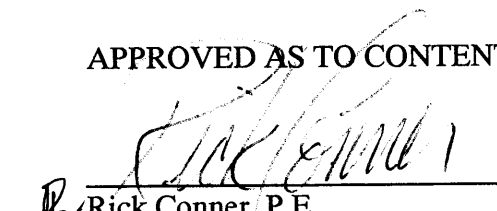
By: _____
Victor H. Ensico, P.E.
Principal

APPROVED AS TO FORM:



Theresa A. Cullen-Garney
Deputy City Attorney

APPROVED AS TO CONTENT:



Rick Conner, P.E.
City Engineer

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

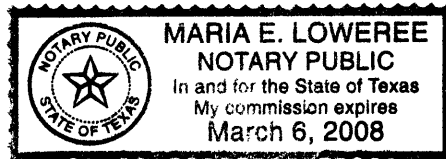
This instrument was acknowledged before me on this _____ day of _____, 2005,
by Joyce A. Wilson, as **City Manager of the City of El Paso, Texas.**

Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 20th day of October, 2005,
by **Victor H. Enciso, P.E., as Principal of Frank X. Spencer and Associates, Inc.**

Maria E. Lowerree
Notary Public, State of Texas



ATTACHMENT "A"

PROJECT SCOPE

TITLE: Davis Drive Street and Drainage Improvements Phase I

LOCATION: Davis Drive from Alameda Avenue to Franklin Canal; and Irwin Way from Dorbandt Circle to Davis Drive - **District No. 7**

CONSTRUCTION BUDGET: \$ 648,856.00

GENERAL DESCRIPTION: The Consultant shall prepare construction documents for approximately 1840 lineal feet of street and drainage improvements on Davis Drive from Alameda to the Franklin Canal and on Irwin Way from Dorbandt Circle to Davis Drive. The improvements to the existing 60-foot right-of-way shall include:

- ❖ Remove and replace 30 foot roadway
- ❖ Construct 16 ADA compliant ramps
- ❖ Install sidewalk on both sides of the street
- ❖ Install curb and gutter on both sides of the street
- ❖ Install 2 City monuments
- ❖ Construct new driveways
- ❖ Install 7 residential street lights
- ❖ The new underground system will be connected to the pond that will be constructed under the Dorbandt Phase II Street and Drainage Improvements Project.

SERVICES REQUIRED:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Investigation | <input checked="" type="checkbox"/> Soils Investigation |
| <input checked="" type="checkbox"/> Planning | <input checked="" type="checkbox"/> Bid Evaluation |
| <input checked="" type="checkbox"/> Design | <input checked="" type="checkbox"/> Review of Contractor's Trench Design |
| <input checked="" type="checkbox"/> Preparation of Estimates | <input checked="" type="checkbox"/> Addenda Preparation |
| <input checked="" type="checkbox"/> Preparation of Drawings and Specifications | <input checked="" type="checkbox"/> Stakeout of ROW for all Utility Relocation |
| <input checked="" type="checkbox"/> Preparation of Required Engineering Reports | <input checked="" type="checkbox"/> Subsurface Utility Engineering |
| <input checked="" type="checkbox"/> Utility Coordination with Appropriate Owners | <input checked="" type="checkbox"/> Clarify Possible Encroachments |
| <input checked="" type="checkbox"/> Public Involvement | <input checked="" type="checkbox"/> Adjustment Inside Adjacent Properties |
- ☒ TDLR Approval
- ☒ Construction Administration:
- a. weekly construction observation and representation
 - b. shop drawings and submittal review
 - c. construction changes documents and representation
 - d. pay request evaluation

PRODUCTS REQUIRED:

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Drawings | <input checked="" type="checkbox"/> Design Analysis | <input checked="" type="checkbox"/> Metes & Bounds |
| <input checked="" type="checkbox"/> Specifications | <input checked="" type="checkbox"/> Required Reports | Land acquisition |
| <input checked="" type="checkbox"/> Equipment/Product Manual(s) | <input checked="" type="checkbox"/> Construction Sequencing Plan | |
| <input checked="" type="checkbox"/> Cost Estimates | | |

GENERAL REQUIREMENTS AND CRITERIA:

1. Design must meet all applicable City Codes and Ordinances.
2. Design must comply with Engineering Department Guidelines.
3. Design must comply with all local, state and federal laws and regulations, including but not limited to the Americans with Disabilities Act.
4. Design must not exceed the projected project budget without written authorization from the City of El Paso.
5. The Consultant shall provide one complete set each, of mylar "As-Built" drawings and electronic "As-Built" drawings to the identified project Owner, within (sixty) 60 days after substantial completion of the project.
7. Design and construction must be successfully and expeditiously completed. Community Development Block Grant (CDBG) funds for this project must be expended first, before other sources of funds that are part of the project budget are expended, unless otherwise indicated by the Department of Community and Human Development.

OTHER CONSIDERATIONS:

1. Project design shall be coordinated through the City of El Paso's Engineering Department, utility service providers, and all other affected/impacted agencies and public representatives.
2. All utility concerns, including those caused by expanding the roadway from 30 to 36 feet, will be addressed in the preliminary design phase, if applicable.
3. All utility service laterals replacement shall be incorporated in the design drawings.
4. Service stub-outs to property lines at vacant lots shall be incorporated in the design drawings.
5. If existing trees would be removed from residents' parkway areas, tree replacement may be considered for incorporation into the project scope. Trees will only be replaced with written consent of property owner. Species of trees will be chosen from a list of trees specified by the Design Consultant/Engineering Department. Species of trees must be suitable for the southwest area, for growing in a narrow parkway, and be of limited height so as not to obstruct a neighbor's vision when entering/leaving their driveways. The estimated costs associated with tree replacement must be approved by the Department of Community and Human Development before the Final Design Phase begins.
6. Acquisition of land will not be required.
7. The Consultant must obtain all zoning compliance letters, site plans, and special permits when required.
8. Prospective consultants shall coordinate with the City Engineering Department before developing a design that would include demolition of private improvements within the public right-of-way.
9. The Design Consultant shall attend and participate in community meetings as required to convey information about the project to the community and interested groups. The Department of Community and Human Development will manage the Community Awareness Program.

10. Public improvements within private property shall not be designed/constructed unless specifically authorized by the City of El Paso and all appropriate parties.
11. Texas Department of Licensing and Regulation (TDLR) review and fees to be inclusive. The Consultant shall procure the services of an ADA Consultant to perform ADA, TDLR and TAS Plan review and inspection.

PROJECT SCHEDULE: (Consecutive Calendar Days)

Preliminary Design Phase	<u>45</u> days
Pre-Final Design Phase	<u>30</u> days
Final Design Phase	<u>14</u> days

ATTACHMENT "B"

Davis Drive Street and Drainage Improvements Price Proposal

Note: Estimate does not include Jornada Xing Structure Design

Frank X. Spencer & Assoc., Inc.

EXHIBIT D

Assignment	Unit Type	Units	Direct Cost	Indirect Cost	Hourly Extension	Extension
3-Men Crew	Hr	88	37.00	83.00	120	\$ 10,560.00
R.P.L.S	Hr	8	30.80	74.20	105	\$ 840.00
Survey Tech	Hr	26	17.00	43.00	60	\$ 1,560.00
Principal	Hr	42	39.60	95.40	135	\$ 5,670.00
E.I.T.	Hr	236	26.50	41.50	68	\$ 16,048.00
Clerical	Hr	88	9.00	21.00	30	\$ 2,640.00
CAD I	Hr	280	14.00	31.00	45	\$ 12,600.00
CAD II	Hr	280	11.75	28.25	40	\$ 11,200.00
Photocopies	Hr	3550	0.30	-	0.30	\$ 1,065.00
Blue Prints	Hr	4550	1.20	-	1.20	\$ 5,460.00
Total						\$67,643.00

FXSA, Inc.

Labor and Expenses \$ 67,643.00

Sub-Total

\$ 67,643.00

Licon Engineering

Labor and Expenses \$

Sub-Total

\$ 5,400.00

EMC Consultants

Labor and Expenses \$

Sub-Total

\$ 6,900.00

**Total Surveying, Engineering,
Landscaping, and Testing**

\$ 79,943.00

**City of El Paso
Engineering Department**

**RFQ PROPOSAL INFORMATION
PACKET**

Davis Drive Street & Drainage Improvements Phase I

Important Notice: A Pre-Proposal Meeting is scheduled for **Wednesday, July 20, 2005, 10:00 a.m.** at the **Engineering Conference Room, 4th Floor, City Hall**, to provide interested firms the scope of work and address initial questions or concerns related to the project.

Consultant's Submittal is
due by **Closing Date 3:00 p.m.,
Friday, July 29, 2005.**

Information collected, assembled or maintained by the City pursuant to law or in connection with the transaction of official business is subject to disclosure under the Texas Public Information Act. Firms must clearly identify and mark any information which it believes is excepted from disclosure pursuant to the Act which is codified in Texas Government Code Annotated, Chapter 552 (Vernon's) or other applicable law.

Selection Procedures

I. Objectives

The consultant selection process has as its primary objective the selection of the firm most capable of successfully preparing the design documents, inclusive of all elements stated in the Project Scope solely in the basis of qualifications and demonstrated competence.

II. Qualifications Committee

The Evaluation Committee will review the firm's project submittal as outlined in "Attachment A" and select a slate of firms to be interviewed by the Architect-Engineer Selection Committee.

III. Submittal Format

Project submittals must be provided in the following format:

- **NO MORE THAN 10 PAGES (Regardless of the materials, form or manner of such submittal, no submittal shall exceed the ten (10) page restriction.**
- **All pages shall be 8 1/2" X 11" size sheets (No other size sheet will be allowed)**
- **type written**
- **double spaced**
- **Submittals including content on both sides of one page shall be considered (2) pages**
- **Address evaluation criteria in the order presented on the enclosed Attachment "A"**

IV. Project Submittal

Consultant must submit **ten (10) copies** of the **Submittal** and a completed **Statement of Non-Collusion, Non-Conflict of Interest and Anti-Lobbying** no later than **3:00 p.m., Friday, July 29, 2005**, to Javier Reyes, P.E., Engineering Department, 4th floor, City Hall, 2 Civic Center Plaza, El Paso, Texas 79901.

Submittals received after 3:00 p.m., Friday, July 29, 2005, will not be accepted.

After the closing date, no person from an interested firm shall contact any member of either the Evaluation ; Selection committee to lobby for the selection of his or her firm. The process as outlined by City Administration, Council or Mayor is intended to be the only process and its purpose is the fair and impartial selection of architectural, engineering or land surveying services for City Public Works projects.

I. PROJECT PLAN**1. Responsive to Scope of Work**

Provide a description of the firm's understanding of the project scope and the firm's technical approach to it.

2. Project Team

Provide the name of the proposed Project Manager, including a brief description of his/her relevant experience. The firm shall also provide, by discipline, the subconsultants to be used on the project including a brief description of the sub-consultants' relevant experience.

3. Value Engineering Principles

Provide a description of the firm's use of value engineering principles to effect economy in the construction of the project.

4. Other Project Issues

Discuss any other pertinent project issues such as zoning, environmental, land acquisition, public awareness, etc.

II. COST CONTROL**1. Estimating Method/Cost Control Plan**

Describe the firm's method for preparing estimates. Discuss how the firm proposes to contain scope and cost escalation during design and construction.

2. Experience of In-House (and any Subcontracted) Estimator(s)

Provide the name of the firm's estimator and a brief description of the estimator's relevant qualifications. Include comparison of cost estimate vs. actual construction cost for last five projects.

PROJECT	Year Awarded	Project Cost	(A)-Final Budget Estimate Before Bid	(B)-Construction Bid Award	Difference (A)-(B)

3. Quality Assurance Review

Describe the firm's approach to quality assurance as it relates to cost estimating.

4. Change Orders

Provide a change order history for the firm's last five (5) projects to include delineation between scope and construction change orders. Discuss the firm's approach to negotiating with contractors.

III. QUALITY CONTROL

1. **Quality Control Procedure**

Describe how the firm performs quality control in the preparation of construction plans and specifications.

2. **Peer Review Principles**

Describe the firm's use of peer review for quality control. Describe the firm's plan to identify and correct errors and omissions in construction plans and specifications before such materials are submitted to the City.

3. **Constructibility Review**

Describe the firm's approach to reviewing projects for ease of construction.

4. **Governing Code Compliance Review**

Describe the firm's familiarity with governing codes and their application to the project.

PROJECT SCOPE

**TITLE: DAVIS DRIVE STREET AND DRAINAGE
IMPROVEMENTS PHASE I**

LOCATION: Davis Drive from Alameda Avenue to Franklin Canal; and Irwin Way from Dorbandt Circle to Davis Drive - **District No. 7**

CONSTRUCTION BUDGET: \$ 648,856.00

GENERAL DESCRIPTION: The Consultant shall prepare construction documents for approximately 1840 lineal feet of street and drainage improvements on Davis Drive from Alameda to the Franklin Canal and on Irwin Way from Dorbandt Circle to Davis Drive. The improvements to the existing 60-foot right-of-way shall include:

- ❖ Remove and replace 30 foot roadway
- ❖ Construct 16 ADA compliant ramps
- ❖ Install sidewalk on both sides of the street
- ❖ Install curb and gutter on both sides of the street
- ❖ Install 2 City monuments
- ❖ Construct new driveways
- ❖ Install 7 residential street lights
- ❖ The new underground system will be connected to the pond that will be constructed under the Dorbandt Phase II Street and Drainage Improvements Project.

SERVICES REQUIRED:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Investigation | <input checked="" type="checkbox"/> Soils Investigation |
| <input checked="" type="checkbox"/> Planning | <input checked="" type="checkbox"/> Bid Evaluation |
| <input checked="" type="checkbox"/> Design | <input checked="" type="checkbox"/> Review of Contractor's Trench Design |
| <input checked="" type="checkbox"/> Preparation of Estimates | <input checked="" type="checkbox"/> Addenda Preparation |
| <input checked="" type="checkbox"/> Preparation of Drawings and Specifications | <input checked="" type="checkbox"/> Stakeout of ROW for all Utility Relocation |
| <input checked="" type="checkbox"/> Preparation of Required Engineering Reports | <input checked="" type="checkbox"/> Subsurface Utility Engineering |
| <input checked="" type="checkbox"/> Utility Coordination with Appropriate Owners | <input checked="" type="checkbox"/> Clarify Possible Encroachments |
| <input checked="" type="checkbox"/> Public Involvement | <input checked="" type="checkbox"/> Adjustment Inside Adjacent Properties |
| <input checked="" type="checkbox"/> TDLR Approval | <input checked="" type="checkbox"/> Construction Administration: |
| a. weekly construction observation and representation | |
| b. shop drawings and submittal review | |
| c. construction changes documents and representation | |
| d. pay request evaluation | |

PRODUCTS REQUIRED:

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Drawings | <input checked="" type="checkbox"/> Design Analysis | <input checked="" type="checkbox"/> Metes & Bounds |
| <input checked="" type="checkbox"/> Specifications | <input checked="" type="checkbox"/> Required Reports | Land acquisition |
| <input checked="" type="checkbox"/> Equipment/Product Manual(s) | <input checked="" type="checkbox"/> Construction Sequencing Plan | |
| <input checked="" type="checkbox"/> Cost Estimates | | |

GENERAL REQUIREMENTS AND CRITERIA:

1. Design must meet all applicable City Codes and Ordinances.
2. Design must comply with Engineering Department Guidelines.
3. Design must comply with all local, state and federal laws and regulations, including but not limited to the Americans with Disabilities Act.
4. Design must not exceed the projected project budget without written authorization from the City of El Paso.
5. The Consultant shall provide one complete set each, of mylar "As-Built" drawings and electronic "As-Built" drawings to the identified project Owner, within (sixty) 60 days after substantial completion of the project.
7. Design and construction must be successfully and expeditiously completed. Community Development Block Grant (CDBG) funds for this project must be expended first, before other sources of funds that are part of the project budget are expended, unless otherwise indicated by the Department of Community and Human Development.

OTHER CONSIDERATIONS:

1. Project design shall be coordinated through the City of El Paso's Engineering Department, utility service providers, and all other affected/impacted agencies and public representatives.
2. All utility concerns, including those caused by expanding the roadway from 30 to 36 feet, will be addressed in the preliminary design phase, if applicable.
3. All utility service laterals replacement shall be incorporated in the design drawings.
4. Service stub-outs to property lines at vacant lots shall be incorporated in the design drawings.
5. If existing trees would be removed from residents' parkway areas, tree replacement may be considered for incorporation into the project scope. Trees will only be replaced with written consent of property owner. Species of trees will be chosen from a list of trees specified by the Design Consultant/Engineering Department. Species of trees must be suitable for the southwest area, for growing in a narrow parkway, and be of limited height so as not to obstruct a neighbor's vision when entering/leaving their driveways. The estimated costs associated with tree replacement must be approved by the Department of Community and Human Development before the Final Design Phase begins.
6. Acquisition of land will not be required.
7. The Consultant must obtain all zoning compliance letters, site plans, and special permits when required.
8. Prospective consultants shall coordinate with the City Engineering Department before developing a design that would include demolition of private improvements within the public right-of-way.

9. The Design Consultant shall attend and participate in community meetings as required to convey information about the project to the community and interested groups. The Department of Community and Human Development will manage the Community Awareness Program.
10. Public improvements within private property shall not be designed/constructed unless specifically authorized by the City of El Paso and all appropriate parties.
11. Texas Department of Licensing and Regulation (TDLR) review and fees to be inclusive. The Consultant shall procure the services of an ADA Consultant to perform ADA, TDLR and TAS Plan review and inspection.

PROJECT SCHEDULE: (Consecutive Calendar Days)

Preliminary Design Phase	<u>45</u> days
Pre-Final Design Phase	<u>30</u> days
Final Design Phase	<u>14</u> days

City of El Paso
Engineering Department

#1

Selection Committee Score Sheet

Project: Davis Drive Street & Drainage Improvements Phase 1

Date: Wednesday, June 10, 2005

Evaluation Factors	Parkhill, Smith & Cooper	CEA Engineering	Frank X. Spencer		
I. PROJECT PLAN - (Maximum total of 60 points)					
1. Responsive to Scope of Work (25 Points) Provide a description of the firm's understanding of the project scope and the firm's technical approach to it.	24 ⁺	24 ⁺	24 ⁻		
2. Project Team (25 Points) Provide the name of the proposed Project Manager, including a brief description of his/her relevant experience. The firm shall also provide, by discipline, the subconsultants to be used on the project including a brief description of the sub-consultants' relevant experience.	23	24	24		
3. Value Engineering Principles (5 Points) Provide a description of the firm's use of value engineering principles to effect economy in the construction of the project.	3	3 ⁺	4 ⁻		
4. Other Project Issues (5 Points) Discuss any other pertinent project issues such as zoning, environmental, land acquisition, public awareness, etc.	5 ⁺	5 ⁺	5 ⁺		
II. COST CONTROL - (Maximum of 20 points)					
1. Estimating Method/Cost Control Plan (5 Points) Describe the firm's method for preparing estimates. Discuss how the firm proposes to contain scope and cost escalation during design and construction.	5	5	4		
2. Experience of In-House (and any Subcontracted) Estimator(s) (5 Points) Provide the name of the firm's estimator and a brief description of the estimator's relevant qualifications. Include comparison of cost estimate vs. actual construction cost for last five (5) years.	4	4 ⁻	4 ⁻		
3. Quality Assurance Review (5 Points) Describe the firm's approach to quality assurance as it relates to cost estimating.	4	4	3 ⁺		
4. Change Orders (5 Points) Provide a change order history for the firm's last five (5) projects to include delineation between scope and construction change orders. Discuss the firm's approach to negotiating with contractors.	5	5 ⁻	3		
III. QUALITY CONTROL - (Maximum of 20 points)					
1. Quality Control Procedure (5 Points) Describe how the firm performs quality control in the preparation of construction plans and specifications.	3	3	3 ⁺		
2. Peer Review Principles (5 Points) Describe the firm's use of peer review for quality control. Describe the firm's plan to identify and correct errors and omissions in construction plans and specifications before such materials are submitted to the City.	3	3	3 ⁺		
3. Constructibility Review (5 Points) Describe the firm's approach to reviewing projects for ease of construction.	3	3	4		
4. Governing Code Compliance Review (5 Points) Describe the firm's familiarity with governing codes and their application to the project.	3	3	5 ⁺		
Total Points (Maximum Score - 100 Points)	85	86	86		
RANK	2	1	1		

2

City of El Paso
Engineering Department

Selection Committee Score Sheet

Project: Davis Drive Street & Drainage Improvements Phase 1

Date: Wednesday, June 10, 2005

Evaluation Factors	Parkhill, Smith & Cooper	CEA Engineering	Frank X. Spencer		
I. PROJECT PLAN - (Maximum total of 60 points)					
1. Responsive to Scope of Work (25 Points) Provide a description of the firm's understanding of the project scope and the firm's technical approach to it.	23	20	24		
2. Project Team (25 Points) Provide the name of the proposed Project Manager, including a brief description of his/her relevant experience. The firm shall also provide, by discipline, the subconsultants to be used on the project including a brief description of the sub-consultants' relevant experience.	23	22	24		
3. Value Engineering Principles (5 Points) Provide a description of the firm's use of value engineering principles to effect economy in the construction of the project.	4	4	4		
4. Other Project Issues (5 Points) Discuss any other pertinent project issues such as zoning, environmental, land acquisition, public awareness, etc.	4	4	5		
II. COST CONTROL - (Maximum of 20 points)					
1. Estimating Method/Cost Control Plan (5 Points) Describe the firm's method for preparing estimates. Discuss how the firm proposes to contain scope and cost escalation during design and construction.	4	4	4		
2. Experience of In-House (and any Subcontracted) Estimator(s) (5 Points) Provide the name of the firm's estimator and a brief description of the estimator's relevant qualifications. Include comparison of cost estimate vs. actual construction cost for last five (5) years.	5	4	5		
3. Quality Assurance Review (5 Points) Describe the firm's approach to quality assurance as it relates to cost estimating.	4	4	4		
4. Change Orders (5 Points) Provide a change order history for the firm's last five (5) projects to include delineation between scope and construction change orders. Discuss the firm's approach to negotiating with contractors.	5	5	5		
III. QUALITY CONTROL - (Maximum of 20 points)					
1. Quality Control Procedure (5 Points) Describe how the firm performs quality control in the preparation of construction plans and specifications.	4	4	4		
2. Peer Review Principles (5 Points) Describe the firm's use of peer review for quality control. Describe the firm's plan to identify and correct errors and omissions in construction plans and specifications before such materials are submitted to the City.	4	4	4		
3. Constructibility Review (5 Points) Describe the firm's approach to reviewing projects for ease of construction.	5	4	5		
4. Governing Code Compliance Review (5 Points) Describe the firm's familiarity with governing codes and their application to the project.	5	5	5		
Total Points (Maximum Score - 100 Points)	90	84	93		
RANK	2	3	1		

#3

City of El Paso
Engineering Department

Selection Committee Score Sheet

Project: Davis Drive Street & Drainage Improvements Phase 1

Date: Wednesday, June 10, 2005

Evaluation Factors	Parkhill, Smith & Cooper	CEA Engineering	Frank X. Spencer		
I. PROJECT PLAN - (Maximum total of 60 points)					
1. Responsive to Scope of Work (25 Points) Provide a description of the firm's understanding of the project scope and the firm's technical approach to it.	22	23	23		
2. Project Team (25 Points) Provide the name of the proposed Project Manager, including a brief description of his/her relevant experience. The firm shall also provide, by discipline, the subconsultants to be used on the project including a brief description of the sub-consultants' relevant experience.	24	23	24		
3. Value Engineering Principles (5 Points) Provide a description of the firm's use of value engineering principles to effect economy in the construction of the project.	4	3	5		
4. Other Project Issues (5 Points) Discuss any other pertinent project issues such as zoning, environmental, land acquisition, public awareness, etc.	5	4	5		
II. COST CONTROL - (Maximum of 20 points)					
1. Estimating Method/Cost Control Plan (5 Points) Describe the firm's method for preparing estimates. Discuss how the firm proposes to contain scope and cost escalation during design and construction.	5	5	5		
2. Experience of In-House (and any Subcontracted) Estimator(s) (5 Points) Provide the name of the firm's estimator and a brief description of the estimator's relevant qualifications. Include comparison of cost estimate vs. actual construction cost for last five (5) years.	5	5	5		
3. Quality Assurance Review (5 Points) Describe the firm's approach to quality assurance as it relates to cost estimating.	5	5	5		
4. Change Orders (5 Points) Provide a change order history for the firm's last five (5) projects to include delineation between scope and construction change orders. Discuss the firm's approach to negotiating with contractors.	4	4	4		
III. QUALITY CONTROL - (Maximum of 20 points)					
1. Quality Control Procedure (5 Points) Describe how the firm performs quality control in the preparation of construction plans and specifications.	5	5	5		
2. Peer Review Principles (5 Points) Describe the firm's use of peer review for quality control. Describe the firm's plan to identify and correct errors and omissions in construction plans and specifications before such materials are submitted to the City.	5	5	5		
3. Constructibility Review (5 Points) Describe the firm's approach to reviewing projects for ease of construction.	4	5	4		
4. Governing Code Compliance Review (5 Points) Describe the firm's familiarity with governing codes and their application to the project.	5	5	5		
Total Points (Maximum Score - 100 Points)	93	92	95		
RANK	2	3	1		

JOHN COOK
MAYOR

JOYCE WILSON
CITY MANAGER



CITY COUNCIL
ANN MORGAN LILLY, DISTRICT 1
SUSANNAH M. BYRD, DISTRICT 2
J. ALEXANDRO LOZANO, DISTRICT 3
MELINA CASTRO, DISTRICT 4
PRESI ORTEGA, JR., DISTRICT 5
EDDIE HOLGUIN JR., DISTRICT 6
STEVE ORTEGA, DISTRICT 7
BETO O'ROURKE, DISTRICT 8

ENGINEERING DEPARTMENT

July 13, 2005

To all Pre-qualified Firms

Re: **Davis Drive Street and Drainage Improvements Phase I**

Ladies/Gentlemen:

As one of the Pre-Qualified firms for **Civil Engineering Services**, you are hereby notified that the City of El Paso is accepting submittals to provide consulting and design services for the following project: **Davis Drive Street and Drainage Improvements Phase I**. Enclosed for your review is the RFQ Proposal Information Packet which includes the copy of the Scope of Work, Selection Procedure, submittal guidelines and the Statement of Non-Collusion, Non-Conflict of Interest and Anti-Lobbying. **A Pre-proposal meeting (non-mandatory) is scheduled for 10:00 a.m. Wednesday, July 20, 2005 at the Engineering Conference Room.**

If your firm is interested in this project, you are requested to submit ten (10) copies of a submittal and a completed Statement of Non-Collusion, Non-Conflict of Interest and Anti-Lobbying in a sealed package **on or before 3 p.m. on the closing date of Friday, July 29, 2005**. Your sealed submittal is to be delivered to Javier Reyes, P.E., Engineering Program Manager. Upon opening of packages, submittals that do not comply with ordinance requirements shall be returned as non-responsive. **Submittals received after 3:00 p.m., Friday, July 29, 2005 will not be accepted and considered non-responsive.**

The list of firms that have been pre-qualified in disciplines that may/will be needed for the proper completion of this project is posted at the City of El Paso Engineering Department website. Please remember that the City of El Paso requires that any firm performing professional services for the City is pre-qualified by the closing date on any project submittal.


If you have any questions, please contact Mr. Javier Reyes, P.E., Engineering Program Manager, at 541-4630.

Sincerely,

Irene Ramirez, P.E.,
Assistant City Engineer

**City of El Paso
Engineering Department**

To: Hector Martinez, P.E., A/E Representative
EC Member

From: Irene Ramirez, P.E., Asst. City Engineer 
Chairperson, Evaluation Committee


Subject: **Davis Drive Street & Drainage Improvements Phase 1**

Date: July 29, 2005

An Evaluation Committee (EC) has been named to select a slate to be interviewed by the Architect-Engineer Selection Committee for the subject project. Enclosed are the Statement of Qualifications (SOQs), Project Scope of Work, Code of Conduct statement and score sheets for you to review and rate the submittals. The A-E Selection Committee will interview the top three (3) qualified firms. The score sheets, code of conduct and SOQs are to be turned in by **Monday, August 8, 2005 at 2:00 p.m.**, to Mario Cruz, CEA II. At this time, EC members' rankings will be tabulated (Please remember that **no ties are allowed**). The EC will not hold a meeting unless requested by one of the members prior to the above submittal deadline. If you have any questions, please call Mr. Cruz at 541-4426.

**City of El Paso
Engineering Department**

To: Kareem Dallo, P.E., Construction Division Manager
EC Member

From: Irene Ramirez, P.E., Asst. City Engineer 
Chairperson, Evaluation Committee

Subject: **Davis Drive Street & Drainage Improvements Phase 1**

Date: July 29, 2005

An Evaluation Committee (EC) has been named to select a slate to be interviewed by the Architect-Engineer Selection Committee for the subject project. Enclosed are the Statement of Qualifications (SOQs), Project Scope of Work, Code of Conduct statement and score sheets for you to review and rate the submittals. The A-E Selection Committee will interview the top three (3) qualified firms. The score sheets, code of conduct and SOQs are to be turned in by **Monday, August 8, 2005 at 2:00 p.m.**, to Mario Cruz, CEA II. At this time, EC members' rankings will be tabulated (Please remember that **no ties are allowed**). The EC will not hold a meeting unless requested by one of the members prior to the above submittal deadline. If you have any questions, please call Mr. Cruz at 541-4426.

Request for Qualifications Package for Drop Off (7/29/05)

Project: Davis Drive Street & Drainage Improvements

Please Print Name	Company	Phone & Fax	Date	Time
Ramon E. Lora	PSC. Inc.	544-2059 533-684	7/29/05	10:45
EMILY ENCISO	FXSA. INC.	533-4600	7/29/05	11:40
MICHAEL CASTANEDA	CEA ENGINEERING	544-5232	7/29/05	11:55
MARIO PORRAS	VILLAVARDE INC.	351-8222	7/29/05	1:10
John Zavala	Huitt/Zollars	" " - 5247 fax 587-4339	7/29/05	1:40
EILEEN KANUSINSKY	CSA CONS. ENGRS	877-4155 877-4334	7/29/05	2:27
EVER RAMIREZ	Brock & BUSTILLOS	542-4900 542-2667	7/29/05	2:45

Drop Off



2 Civic Center Plaza, 4th Floor
El Paso, Texas 79901
Tel: (915) 541-4909 Fax: (915) 541-4441

PROJECT/SUBJECT: Davis Drive Street & Drainage Improvements Phase 1
(A-E Meeting)

DATE: August 31, 2005

TIME: 1: 00 p.m.


ATTENDANCE LOG

* PLEASE PRINT *

[illegible]

**City of El Paso
Engineering Department**

To: Harold Kutz, P.E., Street Department
EC Member

From: Irene Ramirez, P.E., Asst. City Engineer 
Chairperson, Evaluation Committee


Subject: **Davis Drive Street & Drainage Improvements Phase 1**

Date: July 29, 2005

An Evaluation Committee (EC) has been named to select a slate to be interviewed by the Architect-Engineer Selection Committee for the subject project. Enclosed are the Statement of Qualifications (SOQs), Project Scope of Work, Code of Conduct statement and score sheets for you to review and rate the submittals. The A-E Selection Committee will interview the top three (3) qualified firms. The score sheets, code of conduct and SOQs are to be turned in by **Monday, August 8, 2005 at 2:00 p.m.**, to Mario Cruz, CEA II. At this time, EC members' rankings will be tabulated (Please remember that **no ties are allowed**). The EC will not hold a meeting unless requested by one of the members prior to the above submittal deadline. If you have any questions, please call Mr. Cruz at 541-4426.

**City of El Paso
Engineering Department**

To: Javier Reyes, P.E., Engineering Department
EC Member

From: Irene Ramirez, P.E., Asst. City Engineer 
Chairperson, Evaluation Committee


Subject: **Davis Drive Street & Drainage Improvements Phase 1**

Date: July 29, 2005

An Evaluation Committee (EC) has been named to select a slate to be interviewed by the Architect-Engineer Selection Committee for the subject project. Enclosed are the Statement of Qualifications (SOQs), Project Scope of Work, Code of Conduct statement and score sheets for you to review and rate the submittals. The A-E Selection Committee will interview the top three (3) qualified firms. The score sheets, code of conduct and SOQs are to be turned in by **Monday, August 8, 2005 at 2:00 p.m.**, to Mario Cruz, CEA II. At this time, EC members' rankings will be tabulated (Please remember that **no ties are allowed**). The EC will not hold a meeting unless requested by one of the members prior to the above submittal deadline. If you have any questions, please call Mr. Cruz at 541-4426.

**City of El Paso
Engineering Department**

To: Bob Gott, Community Development
EC Member

From: Irene Ramirez, P.E., Asst. City Engineer 
Chairperson, Evaluation Committee


Subject: **Davis Drive Street & Drainage Improvements Phase 1**

Date: July 29, 2005

An Evaluation Committee (EC) has been named to select a slate to be interviewed by the Architect-Engineer Selection Committee for the subject project. Enclosed are the Statement of Qualifications (SOQs), Project Scope of Work, Code of Conduct statement and score sheets for you to review and rate the submittals. The A-E Selection Committee will interview the top three (3) qualified firms. The score sheets, code of conduct and SOQs are to be turned in by **Monday, August 8, 2005 at 2:00 p.m.**, to Mario Cruz, CEA II. At this time, EC members' rankings will be tabulated (Please remember that **no ties are allowed**). The EC will not hold a meeting unless requested by one of the members prior to the above submittal deadline. If you have any questions, please call Mr. Cruz at 541-4426.

**City of El Paso
Engineering Department**

To: Irene Ramirez, P.E., Chairperson
EC Member

From: Mario Cruz, CE II, Coordinator 
Evaluation Committee

Subject: **Davis Drive Street & Drainage Improvements Phase 1**

Date: July 29, 2005

An Evaluation Committee (EC) has been named to select a slate to be interviewed by the Architect-Engineer Selection Committee for the subject project. Enclosed are the Statement of Qualifications (SOQs), Project Scope of Work, Code of Conduct statement and score sheets for you to review and rate the submittals. The A-E Selection Committee will interview the top three (3) qualified firms. The score sheets, code of conduct and SOQs are to be turned in by **Monday, August 8, 2005 at 2:00 p.m.**, to Mario Cruz, CEA II. At this time, EC members' rankings will be tabulated (Please remember that **no ties are allowed**). The EC will not hold a meeting unless requested by one of the members prior to the above submittal deadline. If you have any questions, please call Mr. Cruz at 541-4426.

City of El Paso
Engineering Department

Evaluation Committee Score Sheet

Project: Davis Drive Street & Drainage Improvements Phase 1

#1

H. Kutz

Date: Monday, August 8, 2005

Evaluation Factors	Brock & Bustillos	Villaverde Engineering	CEA Engineering	Frank X. Spencer	Parkhill, Smith & Cooper	CSA Engineers	Huitt-Zollars
I. PROJECT PLAN - (Maximum total of 60 points)							
1. Responsive to Scope of Work (25 Points) Provide a description of the firm's understanding of the project scope and the firm's technical approach to it.	23	23	24	25	24	23	23
2. Project Team (25 Points) Provide the name of the proposed Project Manager, including a brief description of his/her relevant experience. The firm shall also provide, by discipline, the subconsultants to be used on the project including a brief description of the sub-consultants' relevant experience.	23	20	25	24	24	24	20
3. Value Engineering Principles (5 Points) Provide a description of the firm's use of value engineering principles to effect economy in the construction of the project.	5	4	5	5	5	4	5
4. Other Project Issues (5 Points) Discuss any other pertinent project issues such as zoning, environmental, land acquisition, public awareness, etc.	5	5	5	5	5	5	5
II. COST CONTROL - (Maximum of 20 points)							
1. Estimating Method/Cost Control Plan (5 Points) Describe the firm's method for preparing estimates. Discuss how the firm proposes to contain scope and cost escalation during design and construction.	3.5	3	5	3	4	4	5
2. Experience of In-House (and any Subcontracted) Estimator(s) (5 Points) Provide the name of the firm's estimator and a brief description of the estimator's relevant qualifications. Include comparison of cost estimate vs. actual construction cost for last five (5) years.	5	5	5	5	5	5	5
3. Quality Assurance Review (5 Points) Describe the firm's approach to quality assurance as it relates to cost estimating.	5	5	5	5	5	5	5
4. Change Orders (5 Points) Provide a change order history for the firm's last five (5) projects to include delineation between scope and construction change orders. Discuss the firm's approach to negotiating with contractors.	4	4	4	4	4	4	4
III. QUALITY CONTROL - (Maximum of 20 points)							
1. Quality Control Procedure (5 Points) Describe how the firm performs quality control in the preparation of construction plans and specifications.	5	4	5	5	5	5	5
2. Peer Review Principles (5 Points) Describe the firm's use of peer review for quality control. Describe the firm's plan to identify and correct errors and omissions in construction plans and specifications before such materials are submitted to the City.	5	5	5	5	5	5	5
3. Constructibility Review (5 Points) Describe the firm's approach to reviewing projects for ease of construction.	5	4	5	5	5	5	5
4. Governing Code Compliance Review (5 Points) Describe the firm's familiarity with governing codes and their application to the project.	5		5	5	4	4	5
Total Points (Maximum Score - 100 Points)	93.5 94	87	98	96	95	93	92
RANK	4	7	1	2	3	4 5	6

City of El Paso
Engineering Department

Evaluation Committee Score Sheet

2

Project: Davis Drive Street & Drainage Improvements Phase 1

J. Reyes

Date: Monday, August 8, 2005

Evaluation Factors	Brock & Bustillos	Villaverde Engineering	CEA Engineering	Frank X. Spencer	Parkhill, Smith & Cooper	CSA Engineers	Huitt-Zollars
I. PROJECT PLAN - (Maximum total of 60 points)							
1. Responsive to Scope of Work (25 Points) Provide a description of the firm's understanding of the project scope and the firm's technical approach to it.	15	13	16	14	18	13	14
2. Project Team (25 Points) Provide the name of the proposed Project Manager, including a brief description of his/her relevant experience. The firm shall also provide, by discipline, the subconsultants to be used on the project including a brief description of the sub-consultants' relevant experience.	13	13	13	13	15	14	12
3. Value Engineering Principles (5 Points) Provide a description of the firm's use of value engineering principles to effect economy in the construction of the project.	3	3	3	3	3	3	3
4. Other Project Issues (5 Points) Discuss any other pertinent project issues such as zoning, environmental, land acquisition, public awareness, etc.	3	2	3	2	4	3	3
II. COST CONTROL - (Maximum of 20 points)							
1. Estimating Method/Cost Control Plan (5 Points) Describe the firm's method for preparing estimates. Discuss how the firm proposes to contain scope and cost escalation during design and construction.	3	3	3	3	3	3	3
2. Experience of In-House (and any Subcontracted) Estimator(s) (5 Points) Provide the name of the firm's estimator and a brief description of the estimator's relevant qualifications. Include comparison of cost estimate vs. actual construction cost for last five (5) years.	3	3	3	3	3	3	3
3. Quality Assurance Review (5 Points) Describe the firm's approach to quality assurance as it relates to cost estimating.	3	2	3	3	3	3	2
4. Change Orders (5 Points) Provide a change order history for the firm's last five (5) projects to include delineation between scope and construction change orders. Discuss the firm's approach to negotiating with contractors.	3	2	3	3	3	3	3
III. QUALITY CONTROL - (Maximum of 20 points)							
1. Quality Control Procedure (5 Points) Describe how the firm performs quality control in the preparation of construction plans and specifications.	3	3	3	3	3	3	3
2. Peer Review Principles (5 Points) Describe the firm's use of peer review for quality control. Describe the firm's plan to identify and correct errors and omissions in construction plans and specifications before such materials are submitted to the City.	3	3	3	3	3	3	3
3. Constructibility Review (5 Points) Describe the firm's approach to reviewing projects for ease of construction.	3	3	3	3	3	3	3
4. Governing Code Compliance Review (5 Points) Describe the firm's familiarity with governing codes and their application to the project.	3	3	3	3	3	3	3
Total Points (Maximum Score - 100 Points)	58	53	59	56	64	57	55
RANK	3	7	2	5	1	4	6

City of El Paso
Engineering Department

Evaluation Committee Score Sheet

Project: Davis Drive Street & Drainage Improvements Phase I

3

Date: Monday, August 8, 2005

H. Martinez

Evaluation Factors	Brock & Bustillos	Villaverde Engineering	CEA Engineering	Frank X. Spencer	Parkhill, Smith & Cooper	CSA Engineers	Huitt-Zollars
I. PROJECT PLAN - (Maximum total of 60 points)							
1. Responsive to Scope of Work (25 Points) Provide a description of the firm's understanding of the project scope and the firm's technical approach to it.	22	21	23	23	22	22	25
2. Project Team (25 Points) Provide the name of the proposed Project Manager, including a brief description of his/her relevant experience. The firm shall also provide, by discipline, the subconsultants to be used on the project including a brief description of the sub-consultants' relevant experience.	21	20	25	23	22	20	25
3. Value Engineering Principles (5 Points) Provide a description of the firm's use of value engineering principles to effect economy in the construction of the project.	5	5	5	5	5	5	5
4. Other Project Issues (5 Points) Discuss any other pertinent project issues such as zoning, environmental, land acquisition, public awareness, etc.	3	3	3	3	3	3	3
II. COST CONTROL - (Maximum of 20 points)							
1. Estimating Method/Cost Control Plan (5 Points) Describe the firm's method for preparing estimates. Discuss how the firm proposes to contain scope and cost escalation during design and construction.	5	5	5	5	5	5	5
2. Experience of In-House (and any Subcontracted) Estimator(s) (5 Points) Provide the name of the firm's estimator and a brief description of the estimator's relevant qualifications. Include comparison of cost estimate vs. actual construction cost for last five (5) years.	5	5	5	5	5	5	5
3. Quality Assurance Review (5 Points) Describe the firm's approach to quality assurance as it relates to cost estimating.	5	5	5	5	5	5	5
4. Change Orders (5 Points) Provide a change order history for the firm's last five (5) projects to include delineation between scope and construction change orders. Discuss the firm's approach to negotiating with contractors.	4	4	4	4	4	5	4
III. QUALITY CONTROL - (Maximum of 20 points)							
1. Quality Control Procedure (5 Points) Describe how the firm performs quality control in the preparation of construction plans and specifications.	5	5	5	5	5	4	5
2. Peer Review Principles (5 Points) Describe the firm's use of peer review for quality control. Describe the firm's plan to identify and correct errors and omissions in construction plans and specifications before such materials are submitted to the City.	5	5	5	5	5	5	5
3. Constructibility Review (5 Points) Describe the firm's approach to reviewing projects for ease of construction.	5	5	5	5	5	5	5
4. Governing Code Compliance Review (5 Points) Describe the firm's familiarity with governing codes and their application to the project.	5	5	5	5	5	5	5
Total Points (Maximum Score - 100 Points)	90	88	95	93	91	89	97
RANK	5	1	2	3	4	6	1

City of El Paso
Engineering Department

Evaluation Committee Score Sheet

Project: Davis Drive Street & Drainage Improvements Phase 1

4

Date: Monday, August 8, 2005

Evaluation Factors	Brock & Bustillos	Villaverde Engineering	CEA Engineering	Frank X. Spencer	Parkhill, Smith & Cooper	CSA Engineers	Huitt-Zollars
I. PROJECT PLAN - (Maximum total of 60 points)							
1. Responsive to Scope of Work (25 Points) Provide a description of the firm's understanding of the project scope and the firm's technical approach to it.	23	21	21	24	22	23	22
2. Project Team (25 Points) Provide the name of the proposed Project Manager, including a brief description of his/her relevant experience. The firm shall also provide, by discipline, the subconsultants to be used on the project including a brief description of the sub-consultants' relevant experience.	24	21	22	24	22	23	23
3. Value Engineering Principles (5 Points) Provide a description of the firm's use of value engineering principles to effect economy in the construction of the project.	5	5	5	5	5	5	5
4. Other Project Issues (5 Points) Discuss any other pertinent project issues such as zoning, environmental, land acquisition, public awareness, etc.	5	5	5	5	5	5	5
II. COST CONTROL - (Maximum of 20 points)							
1. Estimating Method/Cost Control Plan (5 Points) Describe the firm's method for preparing estimates. Discuss how the firm proposes to contain scope and cost escalation during design and construction.	5	5	5	5	5	5	5
2. Experience of In-House (and any Subcontracted) Estimator(s) (5 Points) Provide the name of the firm's estimator and a brief description of the estimator's relevant qualifications. Include comparison of cost estimate vs. actual construction cost for last five (5) years.	5	5	5	5	5	5	5
3. Quality Assurance Review (5 Points) Describe the firm's approach to quality assurance as it relates to cost estimating.	5	5	5	5	5	5	5
4. Change Orders (5 Points) Provide a change order history for the firm's last five (5) projects to include delineation between scope and construction change orders. Discuss the firm's approach to negotiating with contractors.	5	5	5	5	5	5	5
III. QUALITY CONTROL - (Maximum of 20 points)							
1. Quality Control Procedure (5 Points) Describe how the firm performs quality control in the preparation of construction plans and specifications.	5	5	5	5	5	5	5
2. Peer Review Principles (5 Points) Describe the firm's use of peer review for quality control. Describe the firm's plan to identify and correct errors and omissions in construction plans and specifications before such materials are submitted to the City.	5	5	5	5	5	5	5
3. Constructibility Review (5 Points) Describe the firm's approach to reviewing projects for ease of construction.	5	5	5	5	5	5	5
4. Governing Code Compliance Review (5 Points) Describe the firm's familiarity with governing codes and their application to the project.	5	5	5	5	5	5	5
Total Points (Maximum Score - 100 Points)	97	92	93	98	94	96	95
RANK	2	7	6	1	5	3	4

City of El Paso
Engineering Department

Evaluation Committee Score Sheet

5

Project: Davis Drive Street & Drainage Improvements Phase 1

Bob Gott

Date: Monday, August 8, 2005

Evaluation Factors	Brock & Bustillos	Villaverde Engineering	CEA Engineering	Frank X. Spencer	Parkhill, Smith & Cooper	CSA Engineers	Huitt-Zollars
I. PROJECT PLAN - (Maximum total of 60 points)							
1. Responsive to Scope of Work (25 Points) Provide a description of the firm's understanding of the project scope and the firm's technical approach to it.	25	23	23	25	25	24	24
2. Project Team (25 Points) Provide the name of the proposed Project Manager, including a brief description of his/her relevant experience. The firm shall also provide, by discipline, the subconsultants to be used on the project including a brief description of the sub-consultants' relevant experience.	20	25	24	25	25	25	25
3. Value Engineering Principles (5 Points) Provide a description of the firm's use of value engineering principles to effect economy in the construction of the project.	4	4	5	5	4	3	5
4. Other Project Issues (5 Points) Discuss any other pertinent project issues such as zoning, environmental, land acquisition, public awareness, etc.	5	3	4	3	5	3	4
II. COST CONTROL - (Maximum of 20 points)							
1. Estimating Method/Cost Control Plan (5 Points) Describe the firm's method for preparing estimates. Discuss how the firm proposes to contain scope and cost escalation during design and construction.	4	4	4	3	4	5	4
2. Experience of In-House (and any Subcontracted) Estimator(s) (5 Points) Provide the name of the firm's estimator and a brief description of the estimator's relevant qualifications. Include comparison of cost estimate vs. actual construction cost for last five (5) years.	4	5	3	4	4	4	5
3. Quality Assurance Review (5 Points) Describe the firm's approach to quality assurance as it relates to cost estimating.	3	4	4	3	4	3	4
4. Change Orders (5 Points) Provide a change order history for the firm's last five (5) projects to include delineation between scope and construction change orders. Discuss the firm's approach to negotiating with contractors.	4	5	5	4	4	4	4
III. QUALITY CONTROL - (Maximum of 20 points)							
1. Quality Control Procedure (5 Points) Describe how the firm performs quality control in the preparation of construction plans and specifications.	4	4	4	4	4	4	5
2. Peer Review Principles (5 Points) Describe the firm's use of peer review for quality control. Describe the firm's plan to identify and correct errors and omissions in construction plans and specifications before such materials are submitted to the City.	3	2	4	3	4	3	4
3. Constructibility Review (5 Points) Describe the firm's approach to reviewing projects for ease of construction.	3	2	4	3	3	4	4
4. Governing Code Compliance Review (5 Points) Describe the firm's familiarity with governing codes and their application to the project.	3	4	5	5	3	4	3
Total Points (Maximum Score - 100 Points)	82	85	91	87	89	86	88
RANK	7	6	1	4	2	5	3

City of El Paso
Engineering Department

Evaluation Committee Score Sheet

#6

I. Ramirez

Project: Davis Drive Street & Drainage Improvements Phase 1

Date: Monday, August 8, 2005

Evaluation Factors	Brock & Bustillos	Villaverde Engineering	CEA Engineering	Frank X. Spencer	Parkhill, Smith & Cooper	CSA Engineers	Huitt-Zollars
I. PROJECT PLAN - (Maximum total of 60 points)							
1. Responsive to Scope of Work (25 Points) Provide a description of the firm's understanding of the project scope and the firm's technical approach to it.	18	22	24	24	24	19	21
2. Project Team (25 Points) Provide the name of the proposed Project Manager, including a brief description of his/her relevant experience. The firm shall also provide, by discipline, the subconsultants to be used on the project including a brief description of the sub-consultants' relevant experience.	19	19	14	20	20	18	20
3. Value Engineering Principles (5 Points) Provide a description of the firm's use of value engineering principles to effect economy in the construction of the project.	3	2	3	2	2	3	3
4. Other Project Issues (5 Points) Discuss any other pertinent project issues such as zoning, environmental, land acquisition, public awareness, etc.	3	2	3	3	4	2	4
II. COST CONTROL - (Maximum of 20 points)							
1. Estimating Method/Cost Control Plan (5 Points) Describe the firm's method for preparing estimates. Discuss how the firm proposes to contain scope and cost escalation during design and construction.	3	3	3	3	3	5	3
2. Experience of In-House (and any Subcontracted) Estimator(s) (5 Points) Provide the name of the firm's estimator and a brief description of the estimator's relevant qualifications. Include comparison of cost estimate vs. actual construction cost for last five (5) years.	3	3	3	4	2	3	2
3. Quality Assurance Review (5 Points) Describe the firm's approach to quality assurance as it relates to cost estimating.	2	2	3	3	3	3	2
4. Change Orders (5 Points) Provide a change order history for the firm's last five (5) projects to include delineation between scope and construction change orders. Discuss the firm's approach to negotiating with contractors.	2	2	3	3	3	4	3
III. QUALITY CONTROL - (Maximum of 20 points)							
1. Quality Control Procedure (5 Points) Describe how the firm performs quality control in the preparation of construction plans and specifications.	4	2	3	3	3	2	4
2. Peer Review Principles (5 Points) Describe the firm's use of peer review for quality control. Describe the firm's plan to identify and correct errors and omissions in construction plans and specifications before such materials are submitted to the City.	2	2	3	3	2	3	4
3. Constructibility Review (5 Points) Describe the firm's approach to reviewing projects for ease of construction.	2	1	3	3	2	3	3
4. Governing Code Compliance Review (5 Points) Describe the firm's familiarity with governing codes and their application to the project.	2	2	2	4	3	3	3
Total Points (Maximum Score - 100 Points)	63	62	67	75	71	68	72
RANK	6	7	5	1	3	4	2

City of El Paso
Engineering Department

Evaluation Committee Score Summary Form

Project: Davis Drive Street & Drainage Improvements Phase 1

Date: Monday, August 8, 2005

	Brock & Bustillos	Villaverde Engineering	CEA Engineering	Frank X. Spencer	Parkhill, Smith & Cooper	CSA Engineers	Huitt-Zollars
Rater # 1	4	7	1	2	3	5	6
Rater # 2	3	7	2	5	1	4	6
Rater # 3	5	7	2	3	4	6	1
Rater # 4	2	7	6	1	5	3	4
Rater # 5	7	6	1	4	2	5	3
Rater # 6	6	7	5	1	3	4	2
Total Score	27 ²¹	41 ³⁴	17 ¹²	16 ¹⁵	18 ¹⁵	27 ²³	22 ²⁰
RANK	5 [*]	7	2	1	3	5 [*]	4

* - TIE

CODE OF CONDUCT STATEMENT

Name of Request for Qualifications: **Davis Drive Street & Drainage Improvements Phase 1**

PART I.

I hereby certify that there is no conflict of interest in my participation in the review and evaluation of the Request for Qualification identified above. I acknowledge that I am to conduct reviews of qualifications received in response to the above request, and I understand my responsibilities relating to conflict of interest and non-disclosure of information obtained during these reviews.

I certify that I:

- have no personal bias, and will introduce none, either in favor of, or against any respondent's qualifications;
- have no relationship of any type with any respondents, either familial, business or otherwise;
- have not and will not accept any gratuities, favors, or anything of value, monetary or otherwise, from anyone for the purpose of having the effect of influencing the decision for selection or disapproval of any qualifications;
- have not and will not discuss this request for qualifications or its selection procedure with anyone or any firm seeking award unless specifically authorized by the City Attorney's Office of the City of El Paso;
- have not assisted, and will not assist, with the development and/or preparation of any of the qualifications submitted in response to the above request;
- have not and will not engage in any activity that will restrict or eliminate competition under this procurement process; and
- will avoid any questionable or improper conduct in relation to this procurement process.

PART II.

I understand it is my responsibility to immediately identify to the City Engineer any financial, personal, or other interest or relationship I may have with any respondent and any employee, officer, or agent of any respondent to this request for qualifications. I further understand that it is my responsibility to immediately identify to the City Engineer of any communications made to me by anyone or any firm seeking award of this request for qualifications.

Signature

Date

Printed Name

Irene Ramirez

8/9/05

CODE OF CONDUCT STATEMENT

Name of Request for Qualifications: **Davis Drive Street & Drainage Improvements Phase 1**

PART I.

I hereby certify that there is no conflict of interest in my participation in the review and evaluation of the Request for Qualification identified above. I acknowledge that I am to conduct reviews of qualifications received in response to the above request, and I understand my responsibilities relating to conflict of interest and non-disclosure of information obtained during these reviews.

I certify that I:

- have no personal bias, and will introduce none, either in favor of, or against any respondent's qualifications;
- have no relationship of any type with any respondents, either familial, business or otherwise;
- have not and will not accept any gratuities, favors, or anything of value, monetary or otherwise, from anyone for the purpose of having the effect of influencing the decision for selection or disapproval of any qualifications;
- have not and will not discuss this request for qualifications or its selection procedure with anyone or any firm seeking award unless specifically authorized by the City Attorney's Office of the City of El Paso;
- have not assisted, and will not assist, with the development and/or preparation of any of the qualifications submitted in response to the above request;
- have not and will not engage in any activity that will restrict or eliminate competition under this procurement process; and
- will avoid any questionable or improper conduct in relation to this procurement process.

PART II.

I understand it is my responsibility to immediately identify to the City Engineer any financial, personal, or other interest or relationship I may have with any respondent and any employee, officer, or agent of any respondent to this request for qualifications. I further understand that it is my responsibility to immediately identify to the City Engineer of any communications made to me by anyone or any firm seeking award of this request for qualifications.


Signature

8/8/05
Date

HECTOR MARINER
Printed Name

CODE OF CONDUCT STATEMENT

Name of Request for Qualifications: **Davis Drive Street & Drainage Improvements Phase 1**

PART I.

I hereby certify that there is no conflict of interest in my participation in the review and evaluation of the Request for Qualification identified above. I acknowledge that I am to conduct reviews of qualifications received in response to the above request, and I understand my responsibilities relating to conflict of interest and non-disclosure of information obtained during these reviews.

I certify that I:

- have no personal bias, and will introduce none, either in favor of, or against any respondent's qualifications;
- have no relationship of any type with any respondents, either familial, business or otherwise;
- have not and will not accept any gratuities, favors, or anything of value, monetary or otherwise, from anyone for the purpose of having the effect of influencing the decision for selection or disapproval of any qualifications;
- have not and will not discuss this request for qualifications or its selection procedure with anyone or any firm seeking award unless specifically authorized by the City Attorney's Office of the City of El Paso;
- have not assisted, and will not assist, with the development and/or preparation of any of the qualifications submitted in response to the above request;
- have not and will not engage in any activity that will restrict or eliminate competition under this procurement process; and
- will avoid any questionable or improper conduct in relation to this procurement process.

PART II.

I understand it is my responsibility to immediately identify to the City Engineer any financial, personal, or other interest or relationship I may have with any respondent and any employee, officer, or agent of any respondent to this request for qualifications. I further understand that it is my responsibility to immediately identify to the City Engineer of any communications made to me by anyone or any firm seeking award of this request for qualifications.

Harold D. Kutz
Signature

8/8/05
Date

HAROLD D. KUTZ
Printed Name

CODE OF CONDUCT STATEMENT

Name of Request for Qualifications: **Davis Drive Street & Drainage Improvements Phase 1**

PART I.

I hereby certify that there is no conflict of interest in my participation in the review and evaluation of the Request for Qualification identified above. I acknowledge that I am to conduct reviews of qualifications received in response to the above request, and I understand my responsibilities relating to conflict of interest and non-disclosure of information obtained during these reviews.

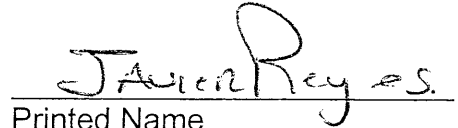
I certify that I:

- have no personal bias, and will introduce none, either in favor of, or against any respondent's qualifications;
- have no relationship of any type with any respondents, either familial, business or otherwise;
- have not and will not accept any gratuities, favors, or anything of value, monetary or otherwise, from anyone for the purpose of having the effect of influencing the decision for selection or disapproval of any qualifications;
- have not and will not discuss this request for qualifications or its selection procedure with anyone or any firm seeking award unless specifically authorized by the City Attorney's Office of the City of El Paso;
- have not assisted, and will not assist, with the development and/or preparation of any of the qualifications submitted in response to the above request;
- have not and will not engage in any activity that will restrict or eliminate competition under this procurement process; and
- will avoid any questionable or improper conduct in relation to this procurement process.

PART II.

I understand it is my responsibility to immediately identify to the City Engineer any financial, personal, or other interest or relationship I may have with any respondent and any employee, officer, or agent of any respondent to this request for qualifications. I further understand that it is my responsibility to immediately identify to the City Engineer of any communications made to me by anyone or any firm seeking award of this request for qualifications.


Signature


Printed Name

8-5-05
Date

CODE OF CONDUCT STATEMENT

Name of Request for Qualifications: **Davis Drive Street & Drainage Improvements Phase 1**

PART I.

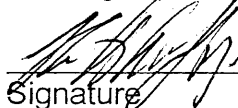
I hereby certify that there is no conflict of interest in my participation in the review and evaluation of the Request for Qualification identified above. I acknowledge that I am to conduct reviews of qualifications received in response to the above request, and I understand my responsibilities relating to conflict of interest and non-disclosure of information obtained during these reviews.

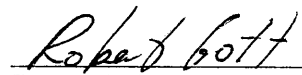
I certify that I:

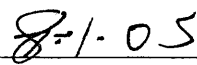
- have no personal bias, and will introduce none, either in favor of, or against any respondent's qualifications;
- have no relationship of any type with any respondents, either familial, business or otherwise;
- have not and will not accept any gratuities, favors, or anything of value, monetary or otherwise, from anyone for the purpose of having the effect of influencing the decision for selection or disapproval of any qualifications;
- have not and will not discuss this request for qualifications or its selection procedure with anyone or any firm seeking award unless specifically authorized by the City Attorney's Office of the City of El Paso;
- have not assisted, and will not assist, with the development and/or preparation of any of the qualifications submitted in response to the above request;
- have not and will not engage in any activity that will restrict or eliminate competition under this procurement process; and
- will avoid any questionable or improper conduct in relation to this procurement process.

PART II.

I understand it is my responsibility to immediately identify to the City Engineer any financial, personal, or other interest or relationship I may have with any respondent and any employee, officer, or agent of any respondent to this request for qualifications. I further understand that it is my responsibility to immediately identify to the City Engineer of any communications made to me by anyone or any firm seeking award of this request for qualifications.


Signature


Printed Name


Date

CODE OF CONDUCT STATEMENT

Name of Request for Qualifications: **Davis Drive Street & Drainage Improvements Phase 1**

PART I.

I hereby certify that there is no conflict of interest in my participation in the review and evaluation of the Request for Qualification identified above. I acknowledge that I am to conduct reviews of qualifications received in response to the above request, and I understand my responsibilities relating to conflict of interest and non-disclosure of information obtained during these reviews.

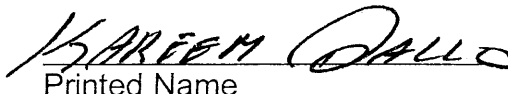
I certify that I:

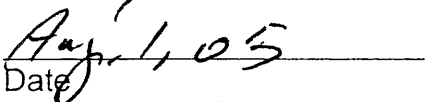
- have no personal bias, and will introduce none, either in favor of, or against any respondent's qualifications;
- have no relationship of any type with any respondents, either familial, business or otherwise;
- have not and will not accept any gratuities, favors, or anything of value, monetary or otherwise, from anyone for the purpose of having the effect of influencing the decision for selection or disapproval of any qualifications;
- have not and will not discuss this request for qualifications or its selection procedure with anyone or any firm seeking award unless specifically authorized by the City Attorney's Office of the City of El Paso;
- have not assisted, and will not assist, with the development and/or preparation of any of the qualifications submitted in response to the above request;
- have not and will not engage in any activity that will restrict or eliminate competition under this procurement process; and
- will avoid any questionable or improper conduct in relation to this procurement process.

PART II.

I understand it is my responsibility to immediately identify to the City Engineer any financial, personal, or other interest or relationship I may have with any respondent and any employee, officer, or agent of any respondent to this request for qualifications. I further understand that it is my responsibility to immediately identify to the City Engineer of any communications made to me by anyone or any firm seeking award of this request for qualifications.


Signature


Printed Name


Date

**City of El Paso
Engineering Department**

August 10, 2005

To: Alan Shubert, Director, Building Permits and Inspection
Daryl Cole, Street Department Director
Leonard Lachmann, P.E, A/E Representative *et. al*

From: Rick Conner, City Engineer *RC*
Chairperson, A/E Selection Committee

Subject: **Davis Drive Street & Drainage Improvements Phase 1**

Please note the time for the A/E Selection Committee meeting for subject project. The meeting will be held on **Wednesday, August 31, 2005**, in the **Engineering Conference Room, 4th Floor, City Hall** beginning at **1:00 p.m.** to evaluate and nominate the subject firm. A Debriefing will follow after the A-E Selection Meeting.

1:00 p.m.	Committee to meet (User Dept. will explain scope)
1:15 p.m.	Parkhill, Smith & Cooper
2:15 p.m.	CEA Engineering
3:15 p.m.	Frank X. Spencer & Associates
4:15 p.m.	Debriefing


Please call Mario Cruz, P.E. at 541-4426, if you should have any questions.

c: Engineering Department

**City of El Paso
Engineering Department**

August 10, 2005

To: Rick Conner, City Engineer
Chairperson, Architect-Engineer Selection Committee

From: Irene Ramirez, P.E., Asst. City Engineer 
Chairperson, Evaluation Committee

Subject: **Davis Drive Street & Drainage Improvements Phase 1**

The Evaluation Committee has reviewed and evaluated the Statement of Qualifications (SOQ) of each submitting firm. Below is the list with the tabulated scores and rankings.

The Evaluation Committee recommends the top three (3) firms as shown below for interview by the Architect-Engineer Selection Committee.

<u>Firm</u>	<u>Points</u>	<u>Ranking</u>
Frank X. Spencer & Associates	16	1
CEA Engineering	17	2
Parkhill, Smith & Cooper	18	3


Huitt-Zollars, Inc.	22	4
Brock & Bustillos, Inc.	27	5*
CSA Engineers	27	5*
Villaverde Engineering	41	7

* - Tie

**City of El Paso
Engineering Department**

August 10, 2005

To: Alan Shubert, Director, Building Permits and Inspection
Daryl Cole, Street Department Director
Leonard Lachmann, P.E., A/E Representative

From: Rick Conner, City Engineer 
Chairperson, A/E Selection Committee

Subject: **Davis Drive Street & Drainage Improvements Phase 1**

Please note the time for the A/E Selection Committee meeting for subject project. The meeting will be held on **Wednesday, August 31, 2005**, in the **Engineering Conference Room, 4th Floor, City Hall** beginning at **1:00 p.m.** to evaluate and nominate the subject firm. A Debriefing will follow after the A-E Selection Meeting.

1:00 p.m.	Committee to meet (User Dept. will explain scope)
1:15 p.m.	Parkhill, Smith & Cooper
2:15 p.m.	CEA Engineering
3:15 p.m.	Frank X. Spencer & Associates
4:15 p.m.	Debriefing

Please call Mario Cruz, P.E. at 541-4426, if you should have any questions.

c: Engineering Department

ENGINEERING DEPARTMENT



JOHN COOK
MAYOR

CITY COUNCIL

ANN MORGAN LILLY,
DISTRICT 1

SUSANNAH M. BYRD,
DISTRICT 2

ALEXANDRO LOZANO,
DISTRICT 3

MELINA CASTRO,
DISTRICT 4

PRESI ORTEGA, JR.,
DISTRICT 5

EDDIE HOLGUIN JR.,
DISTRICT 6

STEVE ORTEGA,
DISTRICT 7

BETO O'ROURKE,
DISTRICT 8

JOYCE WILSON
CITY MANAGER

August 10, 2005

Parkhill, Smith & Cooper
810 E. Yandell Drive
El Paso, Texas 79902

Re: **Davis Drive Street and Drainage Improvements Phase I**

Gentlemen:

As Chairperson of the Architect-Engineer Selection Committee, I am calling a meeting of the Committee to evaluate the consultant for the above referenced project. Your firm has been selected as a finalist to be interviewed by the Committee. A Scope of Work for the project is included for your review.

The meeting is scheduled for **Wednesday, August 31, 2005, at 1:15 p.m.**, in the **Engineering Conference Room, 4th Floor, at City Hall**. You should make a presentation which demonstrates your capability to design this project. You will have 20 minutes for your presentation with a question and answer period to follow. You should bring any audio / video equipment and accessories required for your presentation. Your previously submitted statement of qualifications will be distributed to the subcommittee for their review. A **Debriefing session** will follow after the A-E Selection Meeting.

If you have any questions on this project, please contact Mr. Javier Reyes, P.E. at (915) 541-4630.

If your firm is nominated by the Committee, you will be required to submit a **fee proposal by 4:00 p.m., Monday, September 12, 2005**. Fee negotiations and scoping will be limited to the two (2) week period following submittal of your fee proposal. In accordance with the A/E Selection Ordinance, Section 2.88.030, Paragraph E, should agreement on a fee not be reached in this period, negotiations with your firm will cease and begin with the nominated alternate firm. Please be advised that only City Council is authorized to award city contracts.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Conner", is written over a circular stamp.

Rick Conner, City Engineer
Chairperson, A/E Selection Committee

c: Mayor & City Representatives
Deputy C. M. Building & Planning

ENGINEERING DEPARTMENT



JOHN COOK
MAYOR

CITY COUNCIL

ANN MORGAN LILLY,
DISTRICT 1

SUSANNAH M. BYRD,
DISTRICT 2

ALEXANDRO LOZANO,
DISTRICT 3

MELINA CASTRO,
DISTRICT 4

PRESI ORTEGA, JR.,
DISTRICT 5

EDDIE HOLGUIN JR.,
DISTRICT 6

STEVE ORTEGA,
DISTRICT 7

BETO O'ROURKE,
DISTRICT 8

JOYCE WILSON
CITY MANAGER

August 10, 2005

CEA Engineering
1204 Montana Avenue
El Paso, Texas 79902

Re: **Davis Drive Street and Drainage Improvements Phase I**

Gentlemen:

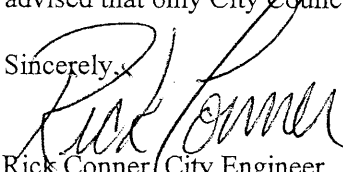
As Chairperson of the Architect-Engineer Selection Committee, I am calling a meeting of the Committee to evaluate the consultant for the above referenced project. Your firm has been selected as a finalist to be interviewed by the Committee. A Scope of Work for the project is included for your review.

The meeting is scheduled for **Wednesday, August 31, 2005, at 2:15 p.m.**, in the **Engineering Conference Room, 4th Floor, at City Hall**. You should make a presentation which demonstrates your capability to design this project. You will have 20 minutes for your presentation with a question and answer period to follow. You should bring any audio / video equipment and accessories required for your presentation. Your previously submitted statement of qualifications will be distributed to the subcommittee for their review. A **Debriefing session** will follow after the A-E Selection Meeting.

If you have any questions on this project, please contact Mr. Javier Reyes, P.E. at (915) 541-4630.

If your firm is nominated by the Committee, you will be required to submit a **fee proposal by 4:00 p.m., Monday, September 12, 2005**. Fee negotiations and scoping will be limited to the two (2) week period following submittal of your fee proposal. In accordance with the A/E Selection Ordinance, Section 2.88.030, Paragraph E, should agreement on a fee not be reached in this period, negotiations with your firm will cease and begin with the nominated alternate firm. Please be advised that only City Council is authorized to award city contracts.

Sincerely,


Rick Conner, City Engineer
Chairperson, A/E Selection Committee

c: Mayor & City Representatives
Deputy C. M. Building & Planning

ENGINEERING DEPARTMENT



JOHN COOK
MAYOR

CITY COUNCIL

ANN MORGAN LILLY,
DISTRICT 1

SUSANNAH M. BYRD,
DISTRICT 2

ALEXANDRO LOZANO,
DISTRICT 3

MELINA CASTRO,
DISTRICT 4

PRESI ORTEGA, JR.,
DISTRICT 5

EDDIE HOLGUIN JR.,
DISTRICT 6

STEVE ORTEGA,
DISTRICT 7

BETO O'ROURKE,
DISTRICT 8

JOYCE WILSON
CITY MANAGER

August 10, 2005

Frank X. Spencer & Associates
1130 Montana Avenue
El Paso, Texas 79902

Re: **Davis Drive Street and Drainage Improvements Phase I**

Gentlemen:

As Chairperson of the Architect-Engineer Selection Committee, I am calling a meeting of the Committee to evaluate the consultant for the above referenced project. Your firm has been selected as a finalist to be interviewed by the Committee. A Scope of Work for the project is included for your review.

The meeting is scheduled for **Wednesday, August 31, 2005, at 3:15 p.m.**, in the **Engineering Conference Room, 4th Floor, at City Hall**. You should make a presentation which demonstrates your capability to design this project. You will have 20 minutes for your presentation with a question and answer period to follow. You should bring any audio / video equipment and accessories required for your presentation. Your previously submitted statement of qualifications will be distributed to the subcommittee for their review. A **Debriefing session** will follow after the A-E Selection Meeting.

If you have any questions on this project, please contact Mr. Javier Reyes, P.E. at (915) 541-4630.

If your firm is nominated by the Committee, you will be required to submit a **fee proposal by 4:00 p.m., Monday, September 12, 2005**. Fee negotiations and scoping will be limited to the two (2) week period following submittal of your fee proposal. In accordance with the A/E Selection Ordinance, Section 2.88.030, Paragraph E, should agreement on a fee not be reached in this period, negotiations with your firm will cease and begin with the nominated alternate firm. Please be advised that only City Council is authorized to award city contracts.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Conner", is written over the word "Sincerely,".

Rick Conner, City Engineer
Chairperson, A/E Selection Committee

c: Mayor & City Representatives
Deputy C. M. Building & Planning

ENGINEERING DEPARTMENT



JOHN COOK
MAYOR

CITY COUNCIL

ANN MORGAN LILLY,
DISTRICT 1

SUSANNAH M. BYRD,
DISTRICT 2

ALEXANDRO LOZANO,
DISTRICT 3

MELINA CASTRO,
DISTRICT 4

PRESI ORTEGA, JR.,
DISTRICT 5

EDDIE HOLGUIN JR.,
DISTRICT 6

STEVE ORTEGA,
DISTRICT 7

BETO O'ROURKE,
DISTRICT 8

JOYCE WILSON
CITY MANAGER

August 12, 2005

Huitt-Zollars, Inc.
5822 Cromo Drive, Suite 210
El Paso, Texas 79912

Re: **Davis Drive Street & Drainage Improvements Phase I**

Gentlemen:

The City of El Paso appreciates your submitted Statement of Qualifications for the referenced project. Your submittal to provide design services was very professional.

The Evaluation Committee had a difficult task in selecting the finalists to be interviewed. Although your firm was not named a finalist, we hope you will continue to submit for consideration in future projects.

The finalist firms nominated are the following:

1. Parkhill, Smith & Cooper
2. CEA Engineering
3. Frank X. Spencer & Associates

Thank you for your participation.

Sincerely,

A handwritten signature in black ink, appearing to read "Irene Ramirez", is written over a horizontal line.

Irene Ramirez, P.E.,
Asst. City Engineer

ENGINEERING DEPARTMENT



JOHN COOK
MAYOR

CITY COUNCIL

ANN MORGAN LILLY,
DISTRICT 1

SUSANNAH M. BYRD,
DISTRICT 2

ALEXANDRO LOZANO,
DISTRICT 3

MELINA CASTRO,
DISTRICT 4

PRESI ORTEGA, JR.,
DISTRICT 5

EDDIE HOLGUIN JR.,
DISTRICT 6

STEVE ORTEGA,
DISTRICT 7

BETO O'ROURKE,
DISTRICT 8

JOYCE WILSON
CITY MANAGER

August 12, 2005

Brock & Bustillos, Inc.
417 Executive Center Blvd.
El Paso, Texas 79902

Re: **Davis Drive Street & Drainage Improvements Phase I**

Gentlemen:

The City of El Paso appreciates your submitted Statement of Qualifications for the referenced project. Your submittal to provide design services was very professional.

The Evaluation Committee had a difficult task in selecting the finalists to be interviewed. Although your firm was not named a finalist, we hope you will continue to submit for consideration in future projects.

The finalist firms nominated are the following:

1. Parkhill, Smith & Cooper
2. CEA Engineering
3. Frank X. Spencer & Associates

Thank you for your participation.

Sincerely,

A handwritten signature in dark ink, appearing to read "Irene Ramirez", is written over the typed name and title.

Irene Ramirez, P.E.,
Asst. City Engineer

ENGINEERING DEPARTMENT



JOHN COOK
MAYOR

CITY COUNCIL

ANN MORGAN LILLY,
DISTRICT 1

SUSANNAH M. BYRD,
DISTRICT 2

ALEXANDRO LOZANO,
DISTRICT 3

MELINA CASTRO,
DISTRICT 4

PRESI ORTEGA, JR.,
DISTRICT 5

EDDIE HOLGUIN JR.,
DISTRICT 6

STEVE ORTEGA,
DISTRICT 7

BETO O'ROURKE,
DISTRICT 8

JOYCE WILSON
CITY MANAGER

August 12, 2005

CSA Consulting Engineers
1845 Northwestern Drive, Suite C
El Paso, Texas 79912

Re: **Davis Drive Street & Drainage Improvements Phase I**

Gentlemen:

The City of El Paso appreciates your submitted Statement of Qualifications for the referenced project. Your submittal to provide design services was very professional.

The Evaluation Committee had a difficult task in selecting the finalists to be interviewed. Although your firm was not named a finalist, we hope you will continue to submit for consideration in future projects.

The finalist firms nominated are the following:

1. Parkhill, Smith & Cooper
2. CEA Engineering
3. Frank X. Spencer & Associates

Thank you for your participation.

Sincerely,

A handwritten signature in black ink, appearing to read "Irene Ramirez", is written over the typed name.

Irene Ramirez, P.E.,
Asst. City Engineer

ENGINEERING DEPARTMENT



JOHN COOK
MAYOR

CITY COUNCIL

ANN MORGAN LILLY,
DISTRICT 1

SUSANNAH M. BYRD,
DISTRICT 2

ALEXANDRO LOZANO,
DISTRICT 3

MELINA CASTRO,
DISTRICT 4

PRESI ORTEGA, JR.,
DISTRICT 5

EDDIE HOLGUIN JR.,
DISTRICT 6

STEVE ORTEGA,
DISTRICT 7

BETO O'ROURKE,
DISTRICT 8

JOYCE WILSON
CITY MANAGER

August 12, 2005

Villaverde Engineering
1218 E. Yandell Drive, Suite 203
El Paso, Texas 79902

Re: **Davis Drive Street & Drainage Improvements Phase I**

Gentlemen:

The City of El Paso appreciates your submitted Statement of Qualifications for the referenced project. Your submittal to provide design services was very professional.

The Evaluation Committee had a difficult task in selecting the finalists to be interviewed. Although your firm was not named a finalist, we hope you will continue to submit for consideration in future projects.

The finalist firms nominated are the following:

1. Parkhill, Smith & Cooper
2. CEA Engineering
3. Frank X. Spencer & Associates

Thank you for your participation.

Sincerely,

A handwritten signature in black ink, appearing to read "Irene Ramirez", is written over the typed name.

Irene Ramirez, P.E.,
Asst. City Engineer

CODE OF CONDUCT STATEMENT

Name of Request for Qualifications: Davis Drive Street & Drainage Improvements
Phase 1

PART I.

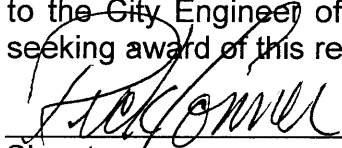
I hereby certify that there is no conflict of interest in my participation in the review and evaluation of the Request for Qualification identified above. I acknowledge that I am to conduct reviews of qualifications received in response to the above request, and I understand my responsibilities relating to conflict of interest and non-disclosure of information obtained during these reviews.

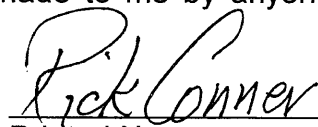
I certify that I:

- have no personal bias, and will introduce none, either in favor of, or against any respondent's qualifications;
- have no relationship of any type with any respondents, either familial, business or otherwise;
- have not and will not accept any gratuities, favors, or anything of value, monetary or otherwise, from anyone for the purpose of having the effect of influencing the decision for selection or disapproval of any qualifications;
- have not and will not discuss this request for qualifications or its selection procedure with anyone or any firm seeking award unless specifically authorized by the City Attorney's Office of the City of El Paso;
- have not assisted, and will not assist, with the development and/or preparation of any of the qualifications submitted in response to the above request;
- have not and will not engage in any activity that will restrict or eliminate competition under this procurement process; and
- will avoid any questionable or improper conduct in relation to this procurement process.

PART II.

I understand it is my responsibility to immediately identify to the City Engineer any financial, personal, or other interest or relationship I may have with any respondent and any employee, officer, or agent of any respondent to this request for qualifications. I further understand that it is my responsibility to immediately identify to the City Engineer of any communications made to me by anyone or any firm seeking award of this request for qualifications.


Signature


Printed Name


Date

CODE OF CONDUCT STATEMENT

Name of Request for Qualifications: **Davis Drive Street & Drainage Improvements Phase 1**

PART I.

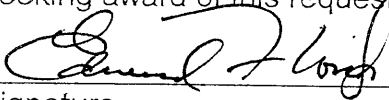
I hereby certify that there is no conflict of interest in my participation in the review and evaluation of the Request for Qualification identified above. I acknowledge that I am to conduct reviews of qualifications received in response to the above request, and I understand my responsibilities relating to conflict of interest and non-disclosure of information obtained during these reviews.

I certify that I:

- have no personal bias, and will introduce none, either in favor of, or against any respondent's qualifications;
- have no relationship of any type with any respondents, either familial, business or otherwise;
- have not and will not accept any gratuities, favors, or anything of value, monetary or otherwise, from anyone for the purpose of having the effect of influencing the decision for selection or disapproval of any qualifications;
- have not and will not discuss this request for qualifications or its selection procedure with anyone or any firm seeking award unless specifically authorized by the City Attorney's Office of the City of El Paso;
- have not assisted, and will not assist, with the development and/or preparation of any of the qualifications submitted in response to the above request;
- have not and will not engage in any activity that will restrict or eliminate competition under this procurement process; and
- will avoid any questionable or improper conduct in relation to this procurement process.

PART II.

I understand it is my responsibility to immediately identify to the City Engineer any financial, personal, or other interest or relationship I may have with any respondent and any employee, officer, or agent of any respondent to this request for qualifications. I further understand that it is my responsibility to immediately identify to the City Engineer of any communications made to me by anyone or any firm seeking award of this request for qualifications.


Signature

Edward Flores Jr
Printed Name

8/31/05
Date

CODE OF CONDUCT STATEMENT

Name of Request for Qualifications: **Davis Drive Street & Drainage Improvements Phase 1**

PART I.

I hereby certify that there is no conflict of interest in my participation in the review and evaluation of the Request for Qualification identified above. I acknowledge that I am to conduct reviews of qualifications received in response to the above request, and I understand my responsibilities relating to conflict of interest and non-disclosure of information obtained during these reviews.

I certify that I:

- have no personal bias, and will introduce none, either in favor of, or against any respondent's qualifications;
- have no relationship of any type with any respondents, either familial, business or otherwise;
- have not and will not accept any gratuities, favors, or anything of value, monetary or otherwise, from anyone for the purpose of having the effect of influencing the decision for selection or disapproval of any qualifications;
- have not and will not discuss this request for qualifications or its selection procedure with anyone or any firm seeking award unless specifically authorized by the City Attorney's Office of the City of El Paso;
- have not assisted, and will not assist, with the development and/or preparation of any of the qualifications submitted in response to the above request;
- have not and will not engage in any activity that will restrict or eliminate competition under this procurement process; and
- will avoid any questionable or improper conduct in relation to this procurement process.

PART II.

I understand it is my responsibility to immediately identify to the City Engineer any financial, personal, or other interest or relationship I may have with any respondent and any employee, officer, or agent of any respondent to this request for qualifications. I further understand that it is my responsibility to immediately identify to the City Engineer of any communications made to me by anyone or any firm seeking award of this request for qualifications.


Signature

Daryl W Cole
Printed Name

8/31/05
Date

CHECKLIST FOR ARCHITECT AND ENGINEER SELECTIONS

DATE: August 31, 2005

PROJECT: Davis Street, Phase I

INTERVIEW PANEL:

TITLE / DESCRIPTION	NAME	VOTED
City Engineer	Rick Conner	Yes
Director of Building, Permits & Inspection	Alan Shadert	Yes
Chief Architect	Ed Flores	No
Representative of the Design Community	Leonard Lachmann	Yes
Director of User Department	Daryl Cole	Yes
Deputy City Manager		No
Additional Staff Member	Mario Cruz	No
Additional Staff Member		No
Additional Staff Member		No

FIRM	PS&C	CEA	Spencer
1) Welcome everyone.	✓	✓	✓
2) Ask if everyone has signed in.	✓	✓	✓
3) Introduce the panel and guests.	✓	✓	✓
4) Explain the process (twenty minutes, etc)	✓	✓	✓
5) Invite a representative to the debriefing	✓	✓	✓

City of El Paso
Engineering Department

Selection Committee Score Summary Form

Project: Davis Drive Street & Drainage Improvements Phase 1

Date: Wednesday, August 31, 2005

	Parkhill, Smith & Cooper	CEA Engineering	Frank X. Spencer & Associates		
Rater # 1	2	1	1		
Rater # 2	2	3	1		
Rater # 3	2	3	1		
Rater # 4					
Rater # 5					
Total Score	6	7	3		
RANK	2	3	1		

ENGINEERING DEPARTMENT



JOHN COOK
MAYOR

CITY COUNCIL

ANN MORGAN LILLY,
DISTRICT 1

SUSANNAH M. BYRD,
DISTRICT 2

ALEXANDRO LOZANO,
DISTRICT 3

MELINA CASTRO,
DISTRICT 4

PRESI ORTEGA, JR.,
DISTRICT 5

EDDIE HOLGUIN JR.,
DISTRICT 6

STEVE ORTEGA,
DISTRICT 7

BETO O'ROURKE,
DISTRICT 8

JOYCE WILSON
CITY MANAGER

August 31, 2005

Frank X. Spencer & Associates
1130 Montana Avenue
El Paso, Texas 79902

Re: Davis Drive Street & Drainage Improvements

Gentlemen:

Your firm has been nominated by the Architect-Engineer Selection Subcommittee to perform services for the above project. Enclosed for your review is a copy of an Agreement for Services, a copy of Architectural / Engineering Plan Submittal Requirements and Drawing Preparation Guidelines. Also included is a Scope of Work.

You are requested to submit a fee proposal for this project and to show in detail the basis upon which you have calculated your fee. Please include detailed breakdown of your general and administrative overhead multiplier as well as your profit mark-up. Your proposal is to be delivered by messenger to Javier Reyes, P.E., Engineering Program Manager no later than **4:00 p.m.**, on **Thursday, September 15, 2005**.

You must provide a certificate of insurance which complies with requirements as shown on the attached page.

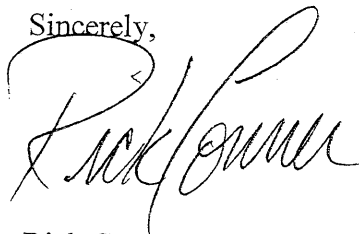
Please be advised that only the El Paso City Council has the authority to enter into an agreement for consultant services on behalf of the City of El Paso. Your nomination with our recommendation, along with a negotiated agreement for services, will be forwarded to City Council for its consideration and action.

ENGINEERING DEPARTMENT

Re: Davis Drive Street & Drainage Improvements
August 31, 2005
Page Two

If you wish additional information, please contact Mr. Javier Reyes,
P.E., Engineering Program Manager, at 541-4630.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Conner". The signature is fluid and cursive, with the first name "Rick" and last name "Conner" clearly distinguishable.

Rick Conner, City Engineer
Chairperson, A/E Selection Committee

enc.

c: Mayor & City Representatives
Deputy C.M. Building & Planning Services

ENGINEERING DEPARTMENT



JOHN COOK
MAYOR

CITY COUNCIL

ANN MORGAN LILLY,
DISTRICT 1

SUSANNAH M. BYRD,
DISTRICT 2

ALEXANDRO LOZANO,
DISTRICT 3

MELINA CASTRO,
DISTRICT 4

PRESI ORTEGA, JR.,
DISTRICT 5

EDDIE HOLGUIN JR.,
DISTRICT 6

STEVE ORTEGA,
DISTRICT 7

BETO O'ROURKE,
DISTRICT 8

JOYCE WILSON
CITY MANAGER

August 31, 2005

CEA Engineering
1204 Montana Avenue
El Paso, Texas 79902

Re: Davis Drive Street & Drainage Improvements Phase 1

Gentlemen:

The City of El Paso appreciates your attendance at the interview held by the City's A/E Selection Committee on August 31, 2005, for the proposed referenced project. Your presentation to provide design services was very professional.

The Committee had a difficult task in nominating a firm from those interviewed, all of which were outstanding. Although your firm was not the nominee, we hope you will continue to propose on future projects.

Thank you for your participation.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Conner", is written over a large, stylized, light-colored scribble or watermark.

Rick Conner, City Engineer
Chairperson, A/E Selection Committee

ENGINEERING DEPARTMENT



JOHN COOK
MAYOR

CITY COUNCIL

ANN MORGAN LILLY,
DISTRICT 1

SUSANNAH M. BYRD,
DISTRICT 2

ALEXANDRO LOZANO,
DISTRICT 3

MELINA CASTRO,
DISTRICT 4

PRESI ORTEGA, JR.,
DISTRICT 5

EDDIE HOLGUIN JR.,
DISTRICT 6

STEVE ORTEGA,
DISTRICT 7

BETO O'ROURKE,
DISTRICT 8

JOYCE WILSON
CITY MANAGER

August 31, 2005

Parkhill, Smith & Cooper
810 E. Yandell Drive
El Paso, Texas 79902

Re: Davis Drive Street & Drainage Improvements Phase 1

Gentlemen:

The City of El Paso appreciates your attendance at the interview held by the City's A/E Selection Committee on August 31, 2005, for the proposed referenced project. Your presentation to provide design services was very professional.

The Committee had a difficult task in nominating a firm from those interviewed, all of which were outstanding. Although your firm was not the nominee, we hope you will continue to propose on future projects.

Thank you for your participation.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Conner", is written over a horizontal line.

Rick Conner, City Engineer
Chairperson, A/E Selection Committee